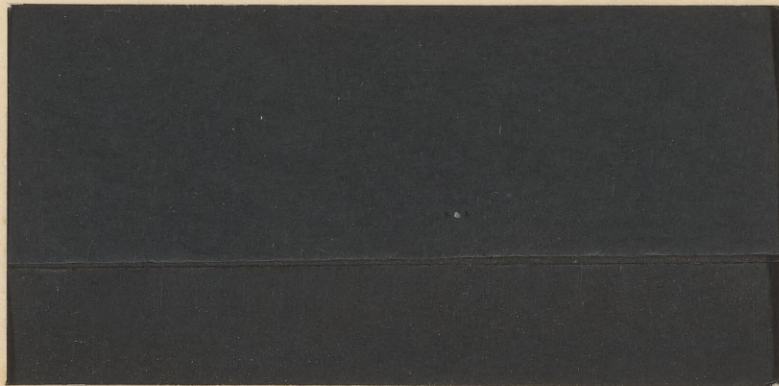


Room
112

WESTERN STATES AREA

MASTER FREIGHT AGREEMENT



PROCEEDINGS OF

THE

JOINT WESTERN COMMITTEE

NUNES

* * * * *
WESTERN CONFERENCE OF TEAMSTERS

AGENDA

INTERNATIONAL INN

NOVEMBER 3-4-5-6-7-, 1969

PROPOSED
JOINT WESTERN AREA COMMITTEE AGENDA
SUBMITTED BY THE
WESTERN MASTER FREIGHT DIVISION
MEETINGS OF NOVEMBER 3-4-5-6-7-, 1969
INTERNATIONAL INN
BAYSHORE FREEWAY AND AIRPORT BLVD.
SOUTH SAN FRANCISCO, CALIFORNIA
* * * * *

JOINT SESSION OF THE FULL COMMITTEE - INTERNATIONAL INN
10:00 A.M. - MONDAY - NOVEMBER 3, 1969

1. Approval of the Minutes of the August, 1969 session of the JWAC.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the November sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Naming of Alternate Main Committee to act on discharges and warning letters with final and binding authority.
6. Communications.
7. Other procedural or policy matters to come before the JWAC.
8. ADJOURNMENT.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

MONDAY
1:30 pm

MULTI-CONFERENCE CHANGE OF OPERATIONS

CONSOLIDATED FREIGHTWAYS

CASE # MC-CO-37-11/69

57, Eugene, Oregon
58, Longview, Washington
* 70, Oakland, California
81, Portland, Oregon
87, Bakersfield, California
150, Sacramento, California
180, Los Angeles, California
222, Salt Lake City, Utah
224, Los Angeles, California
235, Orange, California
287, San Jose, California
313, Tacoma, Washington
324, Salem, Oregon
431, Fresno, California
439, Stockton, California
468, Oakland, California
483, Boise, Idaho
523, Yakima, Washington
533, Reno, Nevada

556, Walla Walla, Washington
631, Las Vegas, Nevada
690, Spokane, Washington
741, Seattle, Washington
839, Pasco, Washington
883, Hood River, Oregon
961, Denver, Colorado
962, Medford, Oregon
983, Pocatello, Idaho

24, Akron, Ohio
41, Kansas City, Missouri
544, Minneapolis, Minnesota
710, Chicago, Illinois
795, Wichita, Kansas

Pages #1 thru #5

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
MC-CO-37-11/69

Consolidated Freightways

Multi-
Conference

Change of
Operations

24, Akron, Ohio
41, Kansas City, Mo.
544, Minneapolis, Minn.
710, Chicago, Illinois
795, Wichita, Kansas

57, Eugene, Oregon
58, Longview, Wash.
70, Oakland, Calif.
81, Portland, Oregon
87, Bakersfield, Calif.
150, Sacramento, Calif.
180, Los Angeles, Calif.
222, Salt Lake City, Utah
224, Los Angeles, Calif.
235, Orange, Calif.
287, San Jose, Calif.
313, Tacoma, Wash.
324, Salem, Oregon
431, Fresno, Calif.
439, Stockton, Calif.

468, Oakland, Calif.
483, Boise, Idaho
524, Yakima, Wash.
533, Reno, Nevada
556, Walla Walla, Wash.
631, Las Vegas, Nevada
690, Spokane, Wash.
741, Seattle, Wash.
839, Pasco, Wash.
883, Hood River, Oregon
961, Denver, Colorado
962, Medford, Oregon
983, Pocatello, Idaho

SEATTLE - LOS ANGELES

PRESENT OPERATION:

Presently being run by sleepers, primarily domiciled at Portland and Los Angeles.

PROPOSED OPERATION:

Establish a relay operation between Los Angeles and Seattle. Drivers will be domiciled at Los Angeles and run between Los Angeles and Sacramento. Drivers will also be domiciled in Sacramento and Medford and will run between Sacramento and Medford and may drop and pick enroute. Drivers will also be domiciled at Seattle and will run between Seattle and Medford.

Dispatches between Los Angeles and Sacramento may be via Orange, Bakersfield, Fresno and/or Manteca (Stockton).

Dispatches between Seattle and Medford may be via Tacoma, Longview, Portland, Salem, Eugene and/or Roseburg and other non-terminal points.

This operation will be on the basis of two runs per specified twenty-four hour period, six days per week.

Drivers will be dispatched from their domicile as follows: Two Los Angeles-based men to Sacramento per dispatch day. One Sacramento-based man to Medford per dispatch day. One Medford-based man to Sacramento per dispatch day. Two Seattle-based men to Medford per dispatch day.

Loads in excess of two per dispatch day may be moved by either additional relays or sleepers. The Company is not obligated to run the two protected runs prior to running sleepers.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

SEATTLE - SPOKANE

PRESENT OPERATION:

Two divisions per day, six days per week with the drivers based in Seattle.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-37-11/69 Consolidated Freightways (Multi-Conference Change)

SEATTLE - SPOKANE

PROPOSED OPERATION:

One division per day, six days per week with driver based in Seattle. Run would be direct or via points presently authorized.

Loads in excess of the one division may be handled by either sleepers or extra divisions.

SEATTLE - SALT LAKE CITY AND BEYOND

PRESENT OPERATION:

Freight is moved one of three ways:

- (1) Three-man sleeper operation with drivers domiciled in Seattle and Salt Lake City.
- (2) Foreign sleepers.
- (3) To Portland and then via Portland-Boise division and Boise-Salt Lake division.

PROPOSED OPERATION:

Discontinue three-man sleeper operation.

Establish a relay operation between Seattle and Salt Lake City with a break point at Ontario, Oregon. Drivers will be domiciled at Seattle and Salt Lake City and they would run divisions to and from Ontario, Oregon.

Dispatches between Seattle and Ontario may be via Tacoma, Yakima, Kennewick, Hermiston and/or Pendleton and other non-terminal points.

Dispatches between Salt Lake City and Ontario may be via Boise, Twin Falls, Burley and/or Pocatello and other non-terminal points.

The Company will protect three runs per specified 24-hour period, six days per week in the event sleepers are used on this operation. If sleepers are used on this operation, the Company will not be obliged to run the three protected runs prior to running sleepers. Extra loads may be run by either additional single-man relays, sleepers, or via the Portland gateway.

The Company will furnish the motel in lieu of paying the drivers subsistence.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

PORTLAND - SALT LAKE CITY AND BEYOND

PRESENT OPERATION:

Freight is moved one of three ways:

- (1) Three-man sleeper operation with drivers domiciled at Portland and Salt Lake City.
- (2) Foreign sleepers.
- (3) Portland-Boise division and a Boise-Salt Lake City division.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways (Multi-Conference Change)
MC-CO-37-11/69

PORTLAND - SALT LAKE CITY AND BEYOND

PROPOSED OPERATION:

Discontinue the three-man sleeper operation.

Establish a relay operation between Portland and Salt Lake City with a break point at Ontario, Oregon. Drivers will be domiciled at Portland and Salt Lake City and they will run division to and from Ontario, Oregon.

Dispatches between Portland and Ontario may be via Salem, Kennewick, Walla Walla, Longview, Hermiston and/or Pendleton and other non-terminal points.

Dispatches between Ontario and Salt Lake City may be via Boise, Twin Falls, Burley and/or Pocatello and other non-terminal points.

Cancel one Portland-Boise schedule.

The Company will protect five runs per specified 24-hour period, six days per week in the event sleepers are used on this operation. If sleepers are used on this operation, the Company will not be obliged to run the five protected runs prior to running sleepers. Extra loads may be run by either additional single-man relays or via the Portland-Boise, Boise-Salt Lake City operation or sleeper operation.

The Company will furnish the motel in lieu of subsistence.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

SAN FRANCISCO/OAKLAND - SALT LAKE CITY AND BEYOND

PRESENT OPERATION:

Sleepers, primarily based at Hayward, California, presently on this operation. Short line man domiciled at San Jose running to Hayward terminal.

PROPOSED OPERATION:

Establish a relay operation between San Francisco/Oakland and Salt Lake City with a break point at Winnemucca, Nevada. Drivers would be domiciled at Salt Lake City and Hayward, California and they would run divisions to and from Winnemucca, Nevada.

Dispatches between Winnemucca, Nevada and Hayward, California may be via Reno, Sacramento, Manteca (Stockton) and/or San Jose.

Run single man operation between Reno, Nevada and Winnemucca, Nevada and between Reno, Nevada and Boise, Idaho when needed.

The Company will protect six runs per specified 24-hour period, six days per week in the event sleepers are used on this operation. If sleepers are used on this operation, the Company will not be obliged to run the six protected runs prior to running sleepers. Extra loads may be run by either additional single man relays or sleeper operation.

The Company will furnish the motel in lieu of paying the driver subsistence.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
MC-CO-37-11/69

Consolidated Freightways (Multi-Conference Change)

LOS ANGELES - SALT LAKE CITY AND BEYOND

PRESENT OPERATION:

Sleepers, primarily Los Angeles-based, presently on this operation.

One bid division per day, five days per week between Los Angeles and Las Vegas with drivers domiciled in Los Angeles.

PROPOSED OPERATION:

Establish a relay operation between Los Angeles and Salt Lake City with a break point at Mesquite, Nevada. Drivers would be domiciled at Salt Lake City and Los Angeles and they would run divisions to and from Mesquite, Nevada.

Dispatches between Mesquite, Nevada and Los Angeles may be via Orange, California and/or Las Vegas, Nevada.

The present Los Angeles-Las Vegas bid will be discontinued.

The Company will protect two runs per specified 24-hour period, six days per week in the event sleepers are used on this operation. If sleepers are used on this operation, the Company will not be obliged to run the two protected runs prior to running sleepers. Extra loads may be run by either additional single man relays or sleeper operation. If additional single man relays are used, the division point may be either Mesquite, Nevada or Las Vegas, Nevada.

Salt Lake City-based drivers may be run to Las Vegas, Nevada when needed. Los Angeles-based drivers may be run to Las Vegas, Nevada when needed.

The Company will furnish the motel in lieu of paying the drivers subsistence.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

BOISE - SALT LAKE CITY

PRESENT OPERATION:

Two drivers live Boise and two drivers live Salt Lake City. One division per day in each direction.

PROPOSED OPERATION:

Redomicile two Boise drivers to Salt Lake City and extend to Ontario when needed.

SACRAMENTO - FRESNO

PRESENT OPERATION:

Freight destined for Fresno is routed through Hayward, California terminal and is run to Fresno by a Hayward-based driver.

PROPOSED OPERATION:

Discontinue present operation out of Hayward and establish a Fresno-Sacramento turn with the driver based in Fresno. This would run five days per week Monday through Friday providing freight is available. The run may go via Manteca (Stockton). On weekends, a Sacramento-based man may be used to turn Fresno, either direct or via Manteca (Stockton) or as a combination Sacramento-Manteca (Stockton) turn, and a Sacramento-Fresno turn.

The Company will not pay check and fuel time unless the driver's trip sheet specifically requires him to do so.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways (Multi-Conference Change)
MC-CO-37-11/69

SAN FRANCISCO / OAKLAND - TRAVIS AIR FORCE BASE, CALIFORNIA

PRESENT OPERATION:

A city man named Channing Pingree with a seniority date of March 8, 1943 runs five days a week from our Hayward, California terminal to Travis Air Force Base, California, a distance of 68 miles.

PROPOSED OPERATION:

Discontinue this run and handle the freight through our Sacramento terminal, a distance of 49 miles from Travis Air Force Base.

WICHITA SLEEPER OPERATION

PRESENT OPERATION:

Wichita, Kansas-based sleepers operate between Wichita and Denver.

PROPOSED OPERATION:

Make Wichita-based sleepers part of our Inter-Conference Agreement.

SLEEPER OPERATION - GENERAL

On loads moving via sleepers, the Company may dispatch the loads to Salt Lake City irrespective of the destinations of the freight.

All of the terms and conditions contained in the Inter-Conference Agreement remain in full force and effect unless specifically modified by the conditions approved in this change.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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#11-6-2613		Local: 741	
#5-9-4439	(6)	Consolidated Freightways	Clarification
#5-7-2929	(7)	I. C. X. Locals: 492 - 180	Clarification
#11-8-4099	(8)	P. M. T. Local: 85	Clarification
#5-9-4432	(9)	Burlington Truck Lines, Inc. Locals: 190 - 307	
#5-9-4436	(10)	Locals: 287 - 890 Consolidated Freightways	Clarification
#5-9-4441	(11)	Illinois-California Express Locals: 492 - 941	
#8-9-4651	(12)	Consolidated Freightways Locals: 81 - 222 - 483 - 741	
#8-9-4659	(13)	Haslett Company Local: 150	
#8-9-4663	(14)	McCracken Bros. Motor Freight Locals: 57 - 81	
#8-9-4664 <i>S/W</i>	(15)	O. N. C. Local: 70	
#8-9-4665	(16)	O. N. C. (Company & Union Locals: 962-81-699-231-524-839-741	Clarification
#8-9-4817	(17)	Kings County Truck Lines Locals: 94 - 431	Clarification
#8-9-4824	(18)	Consolidated Freightways Locals: 81 - 883	
#11-9-4834	(19)	Consolidated Freightways Locals: 222 - 976	
#11-9-4835	(20)	I. C. X. Locals: 224 - 381 - 468	
#11-9-4836	(21) (22)	I. M. L. Freight, Inc. Locals: 222 - 224 - 631	
#11-9-4837	(23)	I. M. L. Freight, Inc. Locals: 222 - 961	
#11-9-4838	(24)	Northern Pacific Transport Local: 313	
#11-9-4839	(25)	Northern Pacific Transport Locals: 556 - 741	
#11-9-4840	(26)	T.I.M.E. - DC. Inc. Locals: 150 - 439	
#11-9-4841	(27)	United-Buckingham Freight Lines Locals: 81 - 690 - 741	

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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#11-9-4842	(28)	United-Buckingham Freight Lines Local: 690
#11-9-4843	(29)	United-Buckingham Freight Lines Locals: 45 - 190
#11-9-4844	(30) (34)	Valley Copperstate System Locals: 57-81-87-94-104-137-150-224-287-310-313-324- 386-431-439-468-741-941-962-911-890
#11-9-4845	(35)	Victorville Barstow Truck Line Locals: 224 - 467
<i>TUE 4⁰⁰ PM</i> #11-9-4846	(36)	Walkup's Merchants Express Locals: 70-287-890-980-439-150-85-468-856-78-665
#11-9-4847	(37)	Walkup's Merchants Express Locals: 137 - 150
#11-9-4848	(38)	Wells Cargo, Inc. Locals: 468 - 533

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington
11-6-2613

Change of Company Involved: Consolidated Freightways
Operations

Clarification The Union interprets Change of Operations Case #11-6-2613 as giving the Company the right to run the Seattle-Spokane bid schedules from Seattle or Spokane via Moses Lake and/or Wenatchee and/or other intermediate points and Change of Operations Case #5-9-4439 as giving the Company the right to run the Seattle-Spokane bid schedules via Kennewick. However, we do not agree that Yakima or Kennewick is an intermediate point on a schedule routed via Wenatchee to either Spokane or Seattle.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Illinois-California Express
5-7-2929

Change of Locals involved: 180, Los Angeles, California
Operations 492, Albuquerque, New Mexico

Clarification Request for clarification of previous change of operations (JWAC Case 5-7-2929) as to work jurisdiction by the Locals #492 and #180 on freight to Lubbock and Dallas out of Los Angeles. Furthermore, the Company petitions for the right to dispatch Los Angeles teams to either Albuquerque or Amarillo, depending upon the need to balance its operation. No redomicile is involved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Motor Trucking Company
11-8-4099

Change of Local involved: 85, San Francisco, California
Operations

Clarification One of the proposals in our original Change of Operations was that line drivers would be allowed to "drop and pick" at all terminals without restriction. This proposal was approved by the Change of Operations Committee. We recently have been harrassed and have been subject to strike conditions at Redwood City because of Local 85 not allowing us freedom of "dropping and picking" at this terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Burlington Truck Lines, Inc.
5-9-4432

Change of Operations Local involved: 307, Casper, Wyoming
190, Billings, Montana

PRESENT METHOD OF OPERATIONS:

Six drivers and six tractors currently are used, all of which are under the jurisdiction of Local 307, operating off of one division seniority roster at Casper, Wyoming. Two of the six presently are domiciled in Billings, Montana.

The six drivers operate runs as follows:

- (1) Two drivers on alternate days operate Casper-Greybull-Cody through runs (252 miles) and return the following day.
- (2) Two drivers operate on alternate days Casper-Billings via Sheridan through runs (293 miles) and return the following day.
- (3) One driver operates a Billings to Cody to Billings turnaround run (253 miles).
- (4) One driver operates a Billings to Sheridan to Billings turnaround run (272 miles). Total miles operated 1648.

PROPOSED METHOD OF OPERATIONS:

Abolish runs (3) and (4) above. Redomicile the two men in Billings back to Casper, Wyoming. Above runs to then be combined and run as follows:

- (1) Two drivers, two tractors needed to run on alternate days Casper to Billings via Sheridan, through runs (293 miles). Return to Casper via Route (2) below or other authorized routes.
- (2) Two drivers, two tractors needed to run on alternate days Casper to Billings via Cody, through runs (379 miles) Return to Casper via Route (1) above or other authorized routes. Total miles operated 1344.

Present and proposed method would allow drivers to drop or pick up at intermediate points.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 890, Salinas, California
5-9-4436 Local 287, San Jose, California

Change of Operations Company involved: Consolidated Freightways

Clarification The local union requests a clarification of the Change of Operations granted in JWAC Case #5-9-4436.

August, 1969 JWAC Action:
M/m/s/c/ that the Company be authorized to effectuate the operational change as previously approved this case on a temporary basis, and that the committee retain jurisdiction until the November Agenda; that notice be given to both of the Local Unions named in the original case to appear at the November hearing to further state their positions.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4441

Illinois - California Express, Inc.

Change of
Operations

Local involved:

941, El Paso, Texas
492, Albuquerque, New Mexico

The Company requests the right to change the domicile of one El Paso line driver to Hobbs, New Mexico, submitted under Section 8 (e) of the National Master Freight Agreement and Western States Area Over-The-Road Motor Freight Supplemental Agreement.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
8-9-4651

Change of Operations Locals involved: 81, Portland, Oregon
222, Salt Lake City, Utah
483, Boise, Idaho
741, Seattle, Washington

PRESENT OPERATION:

1. Sleeper team operation between Portland and Salt Lake City three days per week. This operation utilizes three drivers running two trips on and one trip off. Drivers involved domiciled at Portland.

Harry Thomas	July 6, 1949
Ray Lidbom	July 31, 1950
Al L. Kelley	December 6, 1950

2. Sleeper team operation between Seattle and Salt Lake City three days per week. This operation utilizes three drivers running two trips on and one trip off. Drivers involved domiciled at Seattle.

Russell Helfrecht	June 24, 1957
M. L. Kinney	June 29, 1955
Donald J. Olson	June 24, 1957

3. Sleeper team operation between Salt Lake City, Portland and/or Seattle three days per week. This operation utilizes two three men teams. Drivers running two trips and one off. Drivers involved are domiciled at Salt Lake City.

M. D. Nice	February 12, 1947
D. K. Weatherbie	September 29, 1950
W. C. Martin	March 3, 1951

M. K. Fillmore	February 19, 1943
J. L. Weatherbie	February 18, 1955
R. J. McCalmont	September 14, 1955

PROPOSED OPERATION:

1. Eliminate the sleeper operation between Portland and Salt Lake City, Seattle and Salt Lake City, Salt Lake City - Portland and/or Seattle.
2. Handle this movement on existing schedules.

August, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Haslett Company
8-9-4659

Change of Local involved: 150, Sacramento, California
Operations

Due to the loss of business in and out of Manteca, which we formerly handled for Navajo Freight to and from Sacramento, we request a change of operation be granted.

PRESENT OPERATION:

Haslett now operates two Bid LTL Peddle Runs from Sacramento to the Stockton and Manteca area. The other run is to the Modesto-Turlock-Manteca area. We then pick up freight from Navajo Freight and bring back to our Sacramento Terminal. Of the other freight delivered from these two runs 90 % originates in the East Bay area.

PROPOSED OPERATION:

Haslett will operate Line Trailer or Trailers from Oakland to Stockton and interline all traffic for the Stockton, Modesto and Turlock area with another carrier.

August, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # McCracken Bros. Motor Freight
8-9-4663

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon

Company proposes to convert its line operation between Eugene and Portland and Portland and Eugene from a long line method of operation to a short line operation as defined in Article 38 of the Pick-Up and Delivery Supplemental Agreement.

August, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # O.N.C. Motor Freight System
8-9-4664

Change of Local involved: 70, Oakland, California
Operations

O.N.C. Motor Freight System proposes to abolish the local run between the San Leandro and Sunnyvale terminals of O.N.C. Motor Freight System, and operate this run under Article 52, Section (e), of the Western States Area Over-The-Road Motor Freight Supplemental Agreement where it contractually belongs.

August, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # O. N. C. Motor Freight System
8-9-4665

Change of Operations	Locals Involved:	81, Portland, Oregon
		231, Bellingham, Washington
		524, Yakima, Washington
Clarification		699, Hoquiam, Washington
		741, Seattle, Washington
		839, Pasco, Washington
		962, Medford, Oregon

We desire to clarify our understanding of the dispatching of our extra board drivers as it pertains to dispatches to and from foreign lay points.

It is our position that when expedient to do so, extra board drivers may be dispatched from his first lay point to a second lay point on his second dispatch, and then to be dispatched to his home domicile on the third dispatch. This being so even though one of his dispatches may run the driver through and beyond his home domicile.

Examples:

A driver from Portland is dispatched - Portland to Medford to bed; Medford to Seattle to bed; Seattle to Portland direct or via to complete tours of duty.

A Seattle driver is dispatched, Seattle to Aberdeen to Portland to bed; Portland to Medford to bed; Medford to Seattle to complete tours of duty, etc.

Local 81 is also requesting a clarification of the Change of Operations in Case #8-9-4665 heard August 15, 1969.

This request for clarification revolves around #5 proposal granted to O. N. C. to include a grant of a via Medford on a Portland - Coos Bay run or reverse.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Kings County Truck Lines
8-9-4817

Change of Locals involved: 94, Visalia, California
Operations 431, Fresno, California

Clarification Effective June 1, 1969 Western Milk Transport, Inc.
purchased the certificated operating authority of Kings
County Truck Lines.

Kings County Truck Lines requests a clarification of the
Change of Operations as to how the portion of its operation
remaining after the partial sale would be affected.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways
8-9-4824

Change of Locals involved: 81, Portland, Oregon
Operations 883, Hood River, Oregon

The Company requests the right to close its terminal at Umatilla,
Oregon.

August, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways, Inc.
11-9-4834

Change of Operations Locals involved: 222, Salt Lake City, Utah
976, Ogden Utah

The Company proposes to close its terminal at Ogden, Utah, and serve the area from its Salt Lake City terminal.

The displaced Ogden employees will be offered employment at the Salt Lake City terminal, their seniority to be established as directed by the Change of Operations Committee.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-9-4835

Illinois-California Express, Inc.

Change of
Operations

Locals involved:

224, Los Angeles, California
381, Santa Maria, California
468, Oakland, California

Closing of Santa Maria, California Terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # I. M. L. Freight, Inc.
11-9-4836

Change of Operations Locals involved: 222, Salt Lake City, Utah
224, Los Angeles, California
631, Las Vegas, Nevada

PRESENT OPERATIONS:

SALT LAKE CITY - The Company operates three (3) single man runs a day six (6) days a week between Salt Lake City, Utah and St. George, Utah.

ST. GEORGE - The Company operates three (3) turnaround runs a day six (6) days a week between St. George, Utah and Las Vegas, Nevada.

LOS ANGELES - The Company operates three (3) single man runs a day six (6) days a week between Los Angeles, California and Las Vegas, Nevada.

The three (3) single man runs - Salt Lake City to St. George, St. George to Las Vegas and Los Angeles to Las Vegas are protected in the dispatch day (12:00 Noon to 12:00 Noon) six (6) days a week and the Company has the right to dispatch its Salt Lake City sleepers to Los Angeles and from Los Angeles as long as the three (3) a day are protected within the dispatch day.

The single man operation does not have a claim to runaround against a Salt Lake City sleeper if the sleeper is dispatched ahead of a single man within the dispatch day at either Salt Lake City or Los Angeles.

PROPOSED OPERATION:

SALT LAKE CITY - The Company proposes to operate six (6) single man runs a day six (6) days a week between Salt Lake City, Utah and Las Vegas, Nevada.

LAS VEGAS - The Company proposes to operate six (6) turnaround runs a day six (6) days a week between Las Vegas, Nevada and Yermo, California.

LOS ANGELES - The Company proposes to operate six (6) turnaround runs a day six (6) days a week between Los Angeles, California and Yermo, California.

The six (6) single man runs from Salt Lake City to Las Vegas, Las Vegas to Yermo and Los Angeles to Yermo will be protected in the dispatch day (12:00 Noon to 12:00 Noon) six (6) days a week Monday Noon through Sunday Noon and the Company has the right to dispatch its Salt Lake City sleepers to Los Angeles, Las Vegas and back to Salt Lake City as long as the six (6) a day are protected within the dispatch day.

On the weeks in which a holiday falls on Monday, the six (6) single man runs from Salt Lake City to Las Vegas, Las Vegas to Yermo and Los Angeles to Yermo will be protected in the dispatch day (12:00 Noon to 12:00 Noon) five (5) days a week, Tuesday Noon through Sunday Noon and the Company has the right to dispatch its Salt Lake City sleepers to Los Angeles, Las Vegas and back to Salt Lake City as long as the six (6) a day are protected within the dispatch day.

The single man operation will not have the claim to run around against the Salt Lake City sleeper if the sleeper is dispatched ahead of a single man within the dispatch day at either Salt Lake City, Las Vegas or Los Angeles.

DRIVERS AFFECTED:

SALT LAKE CITY - Under the proposed change, the present Salt Lake City single man drivers which are presently operating between Salt Lake City and St. George will be offered work opportunities on the proposed change and the Company will have to obtain additional drivers off its present common extra board.

ST. GEORGE - Under the proposed change, the three (3) drivers presently domiciled at St. George have seniority on the Salt Lake City line seniority list and they

(Continued)

Case # 11 - 9 - 4836

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # I. M. L. Freight, Inc.
11-9-4836

ST. GEORGE - (Continued)

will be offered work opportunities at Salt Lake City in accordance with their seniority. The Company will further offer the displaced drivers at St. George work opportunities in Las Vegas, Nevada ahead of new hires.

LOS ANGELES - Under the new proposal the six (6) drivers which are presently operating between Los Angeles and Las Vegas will be given work opportunities on the proposed change.

The moving expenses of the three (3) displaced drivers at St. George, Utah will be covered in accordance with the National Master Freight Agreement.

EFFECTIVE DATE:

The Company proposes that the change be made no earlier than January 12, 1970.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # I. M. L. Freight, Inc.
11-9-4837

Change of Operations Locals involved: 222, Salt Lake City, Utah
961, Denver, Colorado

PRESENT OPERATION:

DENVER - The Company operates three (3) single man runs a day seven (7) days a week between Denver, Colorado and Wamsutter, Wyoming, and one (1) single man run per day six (6) days a week between Denver, Colorado and Rock Springs, Wyoming.

SALT LAKE CITY - The Company operates three (3) single man runs a day seven (7) days a week between Salt Lake City, Utah and Wamsutter, Wyoming, and one (1) turn-around run per day six (6) days a week between Salt Lake City, Utah and Rock Springs, Wyoming.

The three (3) single man runs, Denver to Wamsutter and Salt Lake City to Wamsutter are protected in the dispatch day (12:00 noon to 12:00 noon) seven (7) days a week and the Company has the right to dispatch its Salt Lake City sleepers to Denver and East of Denver as long as the three (3) a day are protected within the dispatch day.

The single man operation does not have a claim to runaround against a Salt Lake City sleeper if the sleeper is dispatched ahead of a single man within the dispatch day at either Salt Lake City or Denver.

PROPOSED OPERATION:

DENVER - The Company proposes to operate six (6) single man runs a day seven (7) days a week between Denver, Colorado and Rock Springs, Wyoming.

SALT LAKE CITY - The Company proposes to operate six (6) turnaround runs a day seven (7) days a week between Salt Lake City, Utah and Rock Springs, Wyoming.

Three (3) single man runs, Denver to Rock Springs and three (3) turnaround runs, Salt Lake City to Rock Springs will be protected in the dispatch day (12:00 Noon to 12:00 Noon) seven (7) days a week and the Company has the right to dispatch its Salt Lake City sleepers to Denver and East of Denver as long as the three (3) a day are protected within the dispatch day.

The single man operation will not have a claim to runaround against a Salt Lake City sleeper if the sleeper is dispatched ahead of a single man within the dispatch day at either Salt Lake City or Denver.

DRIVERS AFFECTED:

DENVER - Under the proposed change, the present Denver single man drivers (West seniority) will be offered work opportunities on the proposed change and the Company will have to hire additional drivers.

SALT LAKE CITY - Under the proposed change, seven (7) of the nine (9) drivers which are presently operating between Salt Lake City and Wamsutter and Rock Springs will be given work opportunities on the proposed change.

The two (2) displaced drivers in Salt Lake City will be given work opportunities in accordance with their seniority on the Salt Lake City sleeper wheel or common extra board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Northern Pacific Transport Company
11-9-4838

Change of Local Involved: Local 313, Tacoma, Washington
Operations

The Company is requesting a Change of Operations as indicated below:

To change their present Tacoma-Vancouver run to domicile the drivers at Vancouver, instead of Tacoma.

At this time there is only one driver involved in the change, but the change is requested for economic and competitive reasons.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Northern Pacific Transport Company
11-9-4839

Change of Locals Involved: Local 556, Walla Walla, Washington
Operations Local 741, Seattle, Washington

The Company is requesting a Change of Operations as indicated below:

To change their Seattle-Walla Walla run by changing the meet point from Yakima to George, Washington.

Presently this run is operated with two drivers on a turn-around basis at Yakima. To be competitive, and in order to generate back haul Westbound, the change is necessary.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4840

T.I. ME. - DC, Inc.

Change of
Operations

Locals involved:

150, Sacramento, California
439, Stockton, California

The Company requests approval of the transfer of the work previously performed by Sacramento T.I.M.E. -DC, Inc. drivers, members of Local 150, in the jurisdiction of Local 439 to the Stockton Terminal of T.I.M.E. -DC, Inc. that is within the jurisdiction of Local 439. Said work was transferred on September 29, 1969.

We have agreed to allow up to four men to follow the work that is being transferred from Sacramento to Stockton.

Further, it has been agreed that, with the approval of the Change of Operations Committee, their seniority will be dovetailed at the Stockton terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4841

United-Buckingham Freight Lines, Inc.

Change of
Operations

Locals involved:

81, Portland, Oregon
690, Spokane, Washington
741, Seattle, Washington

United-Buckingham Freight Lines is requesting a Change of Operation and eliminating all bid runs from Spokane, Washington to the West and South and desires to run them from Portland, Oregon and Seattle, Washington head haul stations on a back haul basis.

Abolish all bids from Spokane, Washington operating between Spokane and Portland and Seattle, and Tacoma, and Yakima, and Vantage, and Moses Lake, and Pasco and Umitilla and Wenatchee and Lewiston and other Washington, Idaho and Oregon points. The Company proposes to man all schedules between Spokane and other Washington, Idaho and Oregon points with drivers domiciled in Portland, Oregon and Seattle, Washington, on a back haul basis from head haul stations.

Change due to constant mis-matching of schedules between Spokane and other points, causing an intolerable increase of empty miles. The proposed change would enable the Company to dispatch from head haul stations in such a manner as to gain flexibility of routes traversed, elimination of empty schedules and thereby accomplishing a more profitable operation.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4842

United-Buckingham Freight Lines, Inc.

Change of
Operations

Local involved: 690, Spokane, Washington

United-Buckingham Freight Lines has removed its tire recapping machine from its shop in Spokane, Washington and has placed it in its tire shop in Omaha, Nebraska. The reason for this was for economic reasons and to place all tire making equipment in one area. Those men qualified for recapping work in Spokane, Washington, have been offered work under the Master Freight Agreement under Article 5, Section 5, Paragraph B-2, and under Article 5, Section 5, Paragraph D, and have declined this job opportunity offered by the Company in Omaha, Nebraska.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4843

United-Buckingham Freight Lines

Change of
Operations

Locals involved:

45, Great Falls, Montana
190, Billings, Montana

We have, on an experimental basis, been running Billings - Great Falls on a turn mileage basis. These runs have been made with extra men, other than bid divisional drivers. The application of this turn rather than on a divisional basis has also applied from Great Falls, Montana, to Billings, Montana. The Company therefore desires that other than bid division runs from Billings to Great Falls, that all runs Billings-Great Falls and Great Falls-Billings be made off the extra boards on a turn and mileage basis.

In the event of unforeseen weather, breakdowns, etc., when runs cannot be made in the required hours of driving and combination time, they will revert to division runs. This change has been predicated by economics and better utilization of both men and equipment.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Valley Copperstate System
11-9-4844

Change of Operations Locals Involved:

57, Eugene, Oregon	324, Salem, Oregon
81, Portland, Oregon	386, Modesto, California
87, Bakersfield, California	431, Fresno, California
94, Visalia, California	439, Stockton, California
104, Phoenix, Arizona	468, Oakland, California
137, Marysville, California	741, Seattle, Washington
150, Sacramento, California	890, Salinas, California
224, Los Angeles, California	911, Klamath Falls, Oregon
287, San Jose, California	941, El Paso, Texas
310, Tucson, Arizona	962, Medford, Oregon
313, Tacoma, Washington	

NORTHWEST REGION

PRESENT SEATTLE OPERATION:

Eight (8) single-man turnaround runs to Portland. Eight (8) bid and two (2) extra board drivers, total of ten (10) drivers and ten (10) single-man tractors domiciled at Seattle.

PROPOSED CHANGE OF OPERATION:

Redomicile ten (10) tractors and ten (10) line drivers from Seattle to Portland, merge drivers with the Portland-based line drivers terminal seniority roster. Single-man runs will operate from Portland to Seattle on turnaround basis seven days per week.

PORTLAND - PRESENT OPERATION:

28 -- 14 Sleeper Runs Portland to Los Angeles and/or Sacramento
10 -- Portland to Medford, Single-man
2 -- Portland to Crescent City, Single-man
3 -- Portland to Klamath Falls, Single-man
2 -- Portland to Roseburg turn, Single-man
Portland to Salem turn
Portland to Albany turn
9 -- Portland to Seattle Turnaround
43 -- Pool Drivers
97 TOTAL DRIVERS

PROPOSED OPERATION :

Discontinue Portland to Roseburg runs.
Close the Portland - Seattle Freight Lines Terminal at Portland. Merge all employees with Pierce Freight Lines Terminal, rebid city, dock and office classifications.
RETAIN BALANCE OF OPERATION. Operate all runs seven days per week. Proposed number of drivers at Portland, eighty (80).

MEDFORD, OREGON - PRESENT OPERATION:

2 -- Single-man layover runs to Portland
8 -- Single-man layover runs to Oakland
Redding turns operate by pool drivers
15 -- Pool Drivers
25 TOTAL DRIVERS

PROPOSED OPERATION :

Discontinue Medford to Redding turn.
Discontinue Medford to Portland and Medford to Oakland.
Redomicile sixteen (16) drivers to Sacramento.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Continued)
11-9-4844

MONTEBELLO DOMICILE - CALIFORNIA REGION

We have ninety-one (91) single-man tractors, and seventy-seven (77) drivers based at Montebello, California. Thirty-four (34) drivers run on the Valley Pierce division roster, forty-three (43) drivers run on the Valley Copperstate division on separate seniority rosters. Drivers and equipment are domiciled at Montebello.

PRESENT MONTEBELLO TO MODESTO OPERATION:

Two (2) bid single-man layover runs to Modesto. Each driver runs three (3) trips one week, two (2) trips the following week.

PRESENT MODESTO OPERATION:

2 -- Bid single-men layover runs to Montebello
2 -- Modesto to Sonora short-line single-men runs
1 -- Modesto to Turlock short-line single-man run
1 -- Modesto to Ceres short-line single-man run
1 -- Modesto to Ripon short-line single-man run
1 -- Modesto to Patterson short-line single-man run
6 -- DRIVERS TOTAL

PROPOSED OPERATION :

Discontinue Modesto to Montebello runs.
Retain balance of operation.
Redomicile two (2) drivers to Montebello.

PRESENT MONTEBELLO TO STOCKTON OPERATION:

Three (3) bid single-man layover runs to Stockton. This bid also includes two (2) turnaround runs to Delano, California. Each driver runs two (2) round trips to Stockton, one turnaround to Delano.

PRESENT STOCKTON OPERATION:

Three bid single-man run layover runs to Montebello. This bid also includes one Delano turnaround.

1 -- Stockton to Manteca short-line
1 -- Stockton to Oakdale short-line
1 -- Stockton to Lodi short-line
1 -- Stockton to Rio Vista short-line
1 -- Stockton to Pittsburgh short-line
1 -- Stockton to Martinez short-line
1 -- Stockton to Brentwood short-line
10 -- TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Stockton to Montebello runs.
Redomicile three (3) drivers to Montebello.
Retain balance of operation.

PRESENT MONTEBELLO TO SAN JOSE OPERATION:

Three (3) single-man bid layover runs to San Jose. Each driver runs three (3) trips one week, two (2) trips the following week.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Continued)
11-9-4844

PRESENT SAN JOSE OPERATION:

Three (3) single-man bid layover runs to Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PROPOSED OPERATION:

Discontinue San Jose to Montebello runs. Redomicile three (3) drivers at Montebello.

PRESENT MONTEBELLO TO SACRAMENTO OPERATION:

Five (5) single-man runs to Sacramento with layover at Sacramento.

PRESENT SACRAMENTO OPERATION:

5 -- Single-man layover runs to Montebello.
2 -- Single runs to Chico
1 -- Single run to Fresno
8 -- TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Montebello runs.
Establish new runs to Medford.
Retain balance of present operation. Proposed driver board - 32.

PRESENT MONTEBELLO TO OAKLAND OPERATION:

Six (6) single-man bid layover runs to Oakland. Each driver runs three (3) trips one week, and two (2) trips the following week.

PRESENT OAKLAND OPERATION:

Each driver runs three (3) trips one week, and two (2) trips the following week.

2 -- 1 Sleeper run to Medford
6 -- Single-man layover runs to Montebello.
1 -- Single run to San Jose
2 -- Single runs to Chico
1 -- Single run to Sacramento
2 -- Single runs to Stockton
2 -- Single runs to Modesto
1 -- Single run to Merced
2 -- Single runs to Fresno
6 -- Single runs to Medford
5 -- Pool Drivers
30 -- TOTAL DRIVERS

Merge Line Drivers

PROPOSED OPERATION:

Discontinue Medford Sleeper runs. Discontinue Oakland to Fresno and Oakland to San Jose runs. Merge line driver board.
Retain balance of present operation. Proposed driver board -- 30.

PRESENT MONTEBELLO TO SAN FRANCISCO OPERATION:

Four (4) single-man bid layover runs to San Francisco. Each driver runs three (3) trips one week, two (2) trips the following week.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Continued)
11-9-4844

PRESENT SAN FRANCISCO OPERATION:

Four (4) Single-man bid layover runs to Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PROPOSED OPERATION:

Discontinue San Francisco to Montebello runs. Redomicile drivers to Montebello. Company proposed to discontinue bid equipment and departure times on all runs at Montebello, Sacramento, Oakland and Portland.

Merge Valley Motor Lines and Consolidated Copperstate line drivers into one common board at Montebello.

MONTEBELLO DOMICILE - CALIFORNIA REGION

PRESENT MONTEBELLO OPERATION (EAST):

One bid division single-man runs to Houston, Texas, run terminates at Phoenix. One bid Dallas, single-man division run terminates at Phoenix. One bid El Paso single-man division run terminates at Phoenix. These runs operate on a slip seat tractor arrangement at each division point. Drivers layover at Phoenix. Seven (7) single-man bid runs to Phoenix with assigned tractors. Each driver runs three (3) trips one week, two (2) trips the following week, with layover at Phoenix. One bid Blythe single-man slip seat run to Blythe, with layover at Blythe. Loads destined to Phoenix or beyond.

PROPOSED OPERATION:

The Company proposes to discontinue bid equipment at Montebello. Redomicile one driver from Blythe to Phoenix.

PHOENIX DOMICILE - UTAH-ARIZONA REGION

PRESENT PHOENIX OPERATION:

3 -- Single-man layover runs to El Paso
1 -- Single-man turnaround to Tucson
3 -- Single-man layover runs to Lordsburg, N. M.
2 -- (1) Sleeper run to Salt Lake City
1 -- Single-man run to Ajo
1 -- Single-man run to Globe
2 -- Single-man runs to Flagstaff
1 -- Single-man run to Prescott
1 -- Single-man run to Cottonwood
1 -- Single-man run to Cooleage
7 -- Single-man runs to Montebello
1 -- Single man run Blythe to Phoenix
24 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Phoenix to Lordsburg runs.
Discontinue Blythe to Phoenix run.
Redomicile driver at Phoenix.
Bid one Phoenix to Montebello run.
Maintain present bid system at Phoenix.
Retain balance of operation. Proposed driver board -- 30.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Valley Copperstate System (Continued)
11-9-4844

LORDSBURG OPERATION - UTAH-ARIZONA REGION

PRESENT OPERATION:

3 - Single bid layover runs to El Paso.
8 - Pool drivers
11 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Lordsburg to Phoenix to El Paso runs.
Redomicile three (3) drivers at Phoenix.
Discontinue operation at Lordsburg.

EL PASO DOMICILE - TEXAS REGION

PRESENT OPERATION:

3 - bid single-man layover runs to Phoenix
3 - bid single-man turnaround runs to Balmorhea
1 - bid single-man turnaround run to Van Horn

PROPOSED OPERATION:

Discontinue El Paso to Phoenix runs.
Redomicile three (3) drivers at Phoenix operating under Western contract.
Discontinue El Paso to Balmorhea runs.
Redomicile one (1) driver at Sonora.
Discontinue El Paso to Van Horn run.
Redomicile one (1) driver at Odessa.

PECOS OPERATION - TEXAS REGION

PRESENT OPERATION:

Eleven (11) drivers no equipment operate single turnaround runs to El Paso.

PROPOSED OPERATION:

No change. Proposed number of drivers - 11.

SONORA OPERATION:

PRESENT OPERATION:

Three (3) Turnaround runs to Balmorhea.

PROPOSED OPERATION:

Discontinue bid equipment and departure times.
Proposed number of drivers - 4.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Victorville Barstow Truck Line
11-9-4845

Change Locals Involved: 224, Los Angeles, California
Operations 467, San Bernardino, California

PRESENT OPERATIONS:

1. Los Angeles has six (6) Short Line 224 drivers currently running to Victorville, Barstow, San Bernardino and other short-line points as directed.
2. San Bernardino, Local No. 467: We have one short-line driver currently running to Victorville, Barstow, California and other points as directed.

PROPOSED CHANGE:

1. Los Angeles to retain the six (6) short-line drivers to serve any and all short-line points as required on a day-to-day basis.
2. San Bernardino to serve the current short-line points and to include Los Angeles, on a day-to-day basis as required.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Walkup's Merchants Express
11-9-4846

Change of Operations	Locals involved:	70, Oakland, California
		85, San Francisco, California
		78, Oakland, California
		150, Sacramento, California
		287, San Jose, California
		439, Stockton, California
		468, Oakland, California
		665, San Francisco, California
		856, San Francisco, California
		890, Salinas, California
		980, Santa Rosa, California

The Company requests the following Change of Operations.

- (1) The present Oakland terminal and warehouse operations located at 1301 Wood Street, Oakland, will be closed by December 1, 1969.
- (2) The present pickup and delivery of inter-city express freight will be operated from our San Francisco terminal facilities at 23rd and Illinois Streets.
- (3) Short line and linehaul runs from our 1301 Wood Street terminal will be moved to 23rd & Illinois Streets, San Francisco.

The following scope of work will remain in the East Bay:

- (1) East Bay local cartage.
- (2) Tariff 15 house trucks.
- (3) Local pickup and delivery of container loads.
- (4) Piggyback and rail transfer work in connection with Seatrain Lines.
- (5) Inter-city hauling (other than local) of containers to and from water carriers' container yards, East Bay.

The present three peddle runs from Wood Street operated by members of Local 468 to the Vallejo, Napa, and Fairfield-Travis areas with the closing of the Wood Street facility would be operated as follows:

Vallejo run - from 23rd & Illinois streets, San Francisco.
Napa run - from Santa Rosa terminal.
Fairfield-Travis run - from Sacramento terminal.

With the close of 1301 Wood Street, present short line operations from our northern California terminals would be reduced to one short line run only from each of the following terminals: Santa Rosa, Sacramento, Stockton, San Jose, and Salinas. Other equipment and drivers presently operating from these terminals would be transferred to the main terminal at 23rd & Illinois Streets in accordance with the contract provisions.

Reverse one of the present bid runs originating at San Francisco to Fresno terminal by opening such turnaround run at Fresno.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Walkup's Merchants Express
11-9-4847

Change of Locals involved: 137, Marysville, California
Operations 150, Sacramento, California

Cancel present line schedule between Redding and
Sacramento.

The cancellation of this line schedule is necessary for
economic reasons.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-9-4848

Wells Cargo, Inc.

Change of
Operations

Locals Involved:

468, Oakland, California
533, Sparks, Nevada

We request a change of operation between our Oakland, California and Reno, Nevada terminals.

We want to operate schedules from our Oakland terminal to Reno and return on a turnaround basis freight being available. These schedules from Oakland would run opposite our schedules from Reno to Oakland on turnaround.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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COMMITTEE FOR LOCAL OPERATIONS:

#5-9-4639	(39)	Local: 310	Western Gillette, Inc.
#8-9-4679	(40)	Local: 17	The Ringsby System
#8-9-4819	(41)	Local: 386	I. C. X.
#11-9-4849	(42)	Local: 17	Navajo Freight Lines, Inc.
#11-9-4850	(43)	Local: 17	The Ringsby System
#11-9-4851	(44)	Local: 17	Ringsby System
#11-9-4852	(45)	Local: 17	The Ringsby System
#11-9-4853	(46)	Local: 17	T.I.M.E. -DC. Inc.
#11-9-4854	(47)	Local: 17	United-Buckingham Freight Lines
#11-9-4855	(48)	Local: 81	Garrett Freightlines
#11-9-4856	(49)	Local: 81	United Buckingham Freightlines
#11-9-4857	(50)	Local: 190	Garrett Freightlines
#11-9-4858	(51)	Local: 208	Griley Security Freightlines
#11-9-4859	(52)	Local: 208	I. C. X.
#11-9-4860	(53)	Local: 208	I. C. X.
#11-9-4861	(54)	Local: 208	I. C. X.
#11-9-4862	(55)	Local: 208	I. C. X.
#11-9-4863	(56)	Local: 208	I. C. X.
#11-9-4864	(57)	Local: 208	I. C. X.
#11-9-4865	(58)	Local: 208	P. M. T.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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#11-9-4866	(59)	Local: 208	P. M. T.
#11-9-4867	(60)	Local: 208	System '99'
#11-9-4868	(61)	Local: 208	T.I.M.E.-Dc., Inc.
#11-9-4869	(62)	Local: 208	Transcon Lines
#11-9-4870	(63)	Local: 208	Union Pacific Motor Freight Co.
#11-9-4871	(64)	Local: 208	Walkup's Merchants Express
#11-9-4872	(65)	Local: 357	P. M. T. (TOFC)
#11-9-4873	(66)	Local: 396	Atlantic Transfer
#11-9-4874	(67)	Local: 690	Consolidated Freightways
#11-9-4875	(68) (70)	LEAVES OF ABSENCE	

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
5-9-4639

Local 310, Tucson, Arizona, and
Western Gillette, Inc.

P & D
Dispute

Money claim on behalf of Humberto Picos - March 11, 1969.

Mr. William McCollum, for the Union, claimed that the company failed to abide by the agreement in the "Memorandum of Understanding" dated February 20, 1969 in settlement of a strike to the effect that the Company would recall the number of men who were employed prior to the strike.

Mr. Humberto Picos was not recalled until March 13, 1969 because the Company used the services of another firm to do work that deprived him of employment.

The claim is for 8 hours pay for each day that Mr. Picos had not worked since February 24, 1969 and is a continuing claim.

Mr. Larry Jones, for the Company, stated that the Federal tomato embargo from Mexico reduced their volume of business. The Company only leased the tractor from the other firm; a Western Gillette driver was on the Banovich tractor. It has been past practice for ten years to have loads brought to the Company dock from the Mexican compound.

Case #1103.

JSC Motion: That the Union position be maintained.

Deadlocked Arizona-New Mexico JSC April 28, 29, 1969.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action:

M/m/s/c/ that the committee retain jurisdiction over this case pending an investigation by George Rohrer for the Union and Larry Jones for the Company sometime in the middle of September, with the understanding that the Company will straighten up their dock operation immediately.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4679

Local 17, Denver, Colorado, and
The Ringsby System

P & D
Dispute

Stanley Lee, practices deemed dangerous and submit this
report for the board dealing with unloading freight in the
yard away from the dock in all weather and at all time of
the day and night.

Case #34.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 7, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4819

Local 386, Modesto, California, and
Illinois-California Express

P & D
Dispute

Union requests Ray Dalgren receive working foreman scale from
March 18, 1969, when Company stopped paying.

Union claims on March 18, 1969, the Company removed Dalgren
as a working foreman. Union cited J. W. C. and Joint Area Committee
decisions. Man still performing working foreman's duties. Union
claims this should be a red circle rate.

Company says working leaderman on each shift and Company cut
off the third shift and man being the Junior leaderman, was put
on the dock on second shift.

Case # CV-79-2623.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Valley JSC July 22, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4849

Local 17, Denver, Colorado, and
Navajo Freight Lines, Inc.

P & D
Dispute

Local #17 is asking for an additional bid at Navajo.

Case # 87.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
11-9-4850 The Ringsby System

P & D Case # 105 - Michael Conway - seniority violation 9/9/69 -
Dispute Filing for \$23.52.

Case # 106 - Michael Conway - seniority was violated 9/8/69 -
Filing for \$10.00.

Cases # 105 and 106.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4851

Local 17, Denver, Colorado, and
Ringsby System

P & D
Dispute

Case # 114 - Grover M. Lacer: On July 17, 1969, casuals were worked. I was not called - they were used to deprive me of my overtime \$63.52.

Cases # 119, 120, 121, 123, 124, 125, and 126 - These cases were similar grievances.

JSC Motion: None Given.

Deadlocked Colorado-Wyoming JSC October 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
11-9-4852 The Ringsby System

P & D Melvin Tuttle was examined by company doctor on order of the
Dispute terminal manager. Bill for \$25.00.

Case # 107.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
11-9-4853 T. I. M. E. -DC

P & D Teamsters Local #17 is filing on behalf of nine men on the swing
Dispute shift and fourteen men on graveyard shift. On June 9, 1969,
the Company moved 80% men (bid) off the jobs. At one-one half
regular rate.

Case # 9.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
11-9-4854 United Buckingham Freight Lines

P & D Local Union 17 is protesting the Company's refusal to pay for
Dispute physical examinations for Leroy McLaughlin and Richard Gerber -
they were sent by the Company to the Company doctor.

Case # 83.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4855

Local 81, Portland, Oregon, and
Garrett Freightlines

P & D
Dispute

Local 81 is in dispute with Garrett Freightlines over the rate of pay for Wilbur C. Parks.

The Union contends that this man is carried as No. 16 on the seniority list. In 1962 Garrett bought Inland Motor Freight and at that time Mr. Parks was doing a combination janitor and dock work. Inland was paying the man the regular dock scale. When Garrett took over his pay was cut 34¢ an hour.

In July of this year, Mr. Parks retired and at that time, came to the Union and requested pay in accordance with the contract. The Union is asking pay for thirty-two days at the regular dock scale \$3.82, and the overtime earned by the junior man who worked on six Saturdays. This amounts to \$87.04 for thirty-two days at \$1.91 a day and \$57.30 for the six Saturdays, a total of \$144.34.

It is the Union's position that the man did do work within the bargaining unit while working for Garrett and should have been paid the dock scale.

The Company contends this man was involved in an accident in 1957, injuring both arms and one leg and was off work for a long period of time. When the man returned to work, he was unable to perform dock or PUD work and at that time, Inland created a job for him as maintenance man.

It is the Company's position that the man only moved freight in order to clean and did not work on the dock as a regular dock man. He was receiving a disability due to the accident, and the Company only kept him on since he had been with the Company for some time.

Case # 1429.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4856

Local 81, Portland, Oregon, and
United Buckingham Freightlines

P & D
Dispute

Local 81 is in dispute with United Buckingham over the Company allowing Eugene Snyder to deliver a load of hay to his own home in Vancouver, Wash., with company equipment. The Union feels this delivery should have been made by the senior employee at the overtime rate.

The Company's position is that in the past ten years, this has occurred several times. Mr. Snyder purchases hay from Pasco and the load is delivered to Portland, and since the man is an employee, as a courtesy to him, he is allowed to use Company equipment to deliver his hay.

Case # 1414.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
11-9-4857 Garrett Freightlines

P & D Local 190 requests Bern Purcell be reimbursed for gloves
Dispute purchased for handling barbed wire.

Twelve rolls, 960 pounds of barbed wire is not a substantial quantity as referred to in Article #51. Employer position that substantial quantity is 20,000 pounds or more. Reference to Case J. W. A. C. 7-400.

Case #M-950.

JSC Motion: That in Case M-950, Bern Purcell be reimbursed for gloves at cost of \$1.65 and surrender gloves to company if they desire.

Deadlocked Montana JSC September 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
11-9-4858 Griley Security Freight Lines

P & D
Dispute

Case #SC-9-(7)-9-4031 - WHEREAS: On the date of June 2, 1969, Harold Yaeger was required and instructed to take an I. C. C. physical examination, instructions which were promptly complied with by Yaeger. And whereas: Yaeger was not properly compensated for such time consumed, as set forth in the agreement and cited herein. Now therefore: In view of the foregoing, for and on behalf of Yaeger, the Local Union claims compensation for such time consumed, in accordance with the Freight Agreement, as cited.

Case #SC-9-(7)-9-4032 - Ted Wingfield.

Case #SC-9-(7)-9-4033 - Terald Tatge.

Case #SC-9-(7)-9-4034 - Henry S. Paine.

Cases #SC-9-(7)-9-4031, 4032, 4033 and 4034.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC September 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4859

Local 208, Los Angeles, California, and
Illinois-California Express

P & D
Dispute

The Company is in violation of Article 41, Section 2 (a); Article 48, Section 10; and Article 43, Section 5, by cancelling out five (5) regular bid runs with no facts to the Union, (only verbal facts at a meeting held March 28, 1969, at the Company. By deleting the five runs and laying five junior men off, they have involved ten men and displaced three top seniority of their regular bid positions; Art Frajio with 12 years, Gross with 9 years, and McMinn with 8 years, using these men outside their regular bid position.

We are asking the Company to put these runs back and compensate the drivers for all monies lost while not working at their regular bid positions.

Case # SC-9-(5)-9-3501.

JSC Motion: That the claim of the Union be allowed in accordance with JWC Case #2-112.

Deadlocked Southern California JSC September 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4860 Illinois-California Express

P & D This member claims entitlement to monies he would have earned
Dispute had he been correctly worked on date of April 11, 1969, when
Company elected to advise him there was no work for him after
he notified dispatcher he would be 15-20 minutes late for work.

Case # SC-9-(5)-9-3504.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4861 Illinois-California Express

P & D Wesley Holt is a regular employee with an established 9:30 A. M.
Dispute starting time; and on the date of April 15, 1969, Holt, after properly notifying the employer that he would be late in reporting, was improperly suspended and denied employment on this date.

Case #SC-9-(6)-9-3785.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-9-4862 Local 208, Los Angeles, California, and Illinois-California Express

P & D
Dispute

WHEREAS; Emmett L. Jones, having dutifully exercised his seniority and conscientiously bidded and accepted a 9:30 A. M. position, and WHEREAS Jones was placed on a layoff, due to a "lack of work," whereupon he was recalled from this layoff on the date of June 4, 1969, and WHEREAS Pursuant to this recall, Jones was arbitrarily reassigned to a 12:30 P. M. position, notwithstanding his original bidded starting time and position.

NOW THEREFORE: For, and on behalf of Jones, the Local Union claims three (3) hours compensation at the applicable premium rate, for all times involved in this violation. The Local Union also requests that Jones be reassigned to his original and duly bidded position.

FURTHER: The Local Union submits this grievance as a like and similar claim on behalf of Edward J. Schreiber, this employee being similarly situated and involved.

Case #SC-9-(7)-9-4038.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4863

Local 208, Los Angeles, California, and
Illinois-California Express

P & D
Dispute

Case #SC-9-(8)-9-4130-WHEREAS: Gabriel Ruiz has an established 8:30 A.M. Starting Time and
Whereas: on the date of June 9, 1969, Ruiz was brought in at 7:30 A.M. for the purpose of taking a qualifying driving test, and where-
by he was not compensated for this early call-in, in accordance with the application of the Freight Agreement as set forth herein.
Now Therefore: In view of the foregoing, for and on behalf of Ruiz, the Local Union claims one hour compensation at the applicable rate, for the above referred to date.

Case #SC-9-(8)-9-4131 - Joseph Cook.

Case #SC-9-(8)-9-4132 - Wesley F. Holt.

Case #SC-9-(8)-9-4133 - Richard A. Martin.

Case #SC-9-(8)-9-4134 - James McGlynn.

Case #SC-9-(8)-9-4129 - Tom L. Blackett.

Cases #SC-9-(8)-9- 4130, 4131, 4132, 4133, 4134 and 4129.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4864

Local 208, Los Angeles, California, and
Illinois-California Express

P & D
Dispute

I am a regular employee of I. C. X. and my bid starting time is 8:30 A. M. On June 4, 1969 at about 5:15 P. M. I did report a breakdown to my dispatcher. It was decided that they would send another driver to relieve me, which they did, and he arrived about 5:45 P. M. I say this is wrong and I should have stayed with the unit I was charged with. Therefore, I am claiming all the time that the junior man, Mike Gordan, got on my breakdown under Article 48, Sec. 10 and Article 41, Sec. 2 (a) of the PUD Supplemental Agreement.

Case # SC-9-(8)-9-4135.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4865

Local 208, Los Angeles, California, and
Pacific Motor Trucking, Inc.

P & D
Dispute

C. R. Wallace claims all monies due to him for May 30, 1969,
whereas the Company arbitrarily refused to let him work.

Case # SC-9-(7)-9-4057.

JSC Motion: That based on the fact that Wallace refused the
opportunity to work on May 30, 1969, claim of the Union be
denied.

Deadlocked Southern California JSC September 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4866 Pacific Motor Trucking Co.

P & D L. J. Perricone claims all monies due to him for May 31, 1969,
Dispute whereas the Company arbitrarily refused to let him work.

Case # SC-9-(7)-9-4056.

JSC Motion: That based on the fact that Perricone refused the
opportunity to work on May 31, 1969, the claim of the Union be
denied.

Deadlocked September 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4867

Local 208, Los Angeles, California, and
System 99

P & D
Dispute

Case #SC-9-(5)-9-3554 - Steven D. Barr claims all monies he would have earned on March 19 and 20, 1969, when he was relieved from duty, and 4-hour casuals continued working.

Case #SC-9-(5)-9-3557 - James Harper claims all monies he would have earned on March 19, 1969, when he was relieved from duty, and 4-hour casuals continued working.

Case #SC-9-(5)-9-3558 - Donald G. Evans claims all monies he would have earned on March 17th through 30th, 1969, when he was relieved of duty and 4-hour casuals continued working.

Case #SC-9-(5)-9-3563 - Lonnie Mabbitt claims all monies he would have earned on March 19, 1969, when he was relieved from duty and 4-hour casuals continued working.

Case #SC-9-(6)-9-3820 - James A. Harper claims entitlement to pay realized by dock worker who unloaded his truck on date of April 4, 1969, when Company disallowed him the opportunity to unload his own truck and sent him home at 7:30 P. M.

Cases #SC-9-(5)-9-3554, 3557, 3558, 3563 and SC-9-(6)-9-3820.

JSC Motion: That based on the application of the 60-40 Rider, claim of the Union be denied.

Deadlocked Southern California JSC September 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4868 T.I.M.E. Freight, Inc.

P & D This claim is for April 11, 1969, and all other days thereafter
Dispute when Company used casuals to deprive Local 208 drivers of
overtime.

Case #SC-9-(6)-9-3821.

JSC Motion: That this is not an interpretive matter and that
claim of the Union be denied.

Deadlocked Southern California JSC September 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4869

Local 208, Los Angeles, California, and
Transcon Lines

P & D
Dispute

This member was off due to a suspended license. The Company now has junior men working ahead of him, and they refuse to work him in his rightful place of seniority. The claim is for any monies due him because of this seniority violation.

Case #SC-9-(6)-9-3823.

JSC Motion: That the Company's position that the man does not accrue seniority during time his license is suspended, is upheld.

Deadlocked Southern California JSC September 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4870

Local 208, Los Angeles, California, and
Union Pacific Motor Freight Company

P & D
Dispute

J. Ortiz, Jr. and Clyde Whittington claim the Company did not work them on their bid shift on May 30, 1969. Therefore, they are claiming eight hours at time and one-half.

Case # SC-9-(7)-9-4081

JSC Motion: That based on the 6-day bid, the claim of J. Ortiz, Jr. and C. Whittington be allowed.

Deadlocked Southern California JSC September 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4871

Local 208, Los Angeles, California, and
Walkup's Merchants Express

P & D
Dispute

This member claims entitlement to two (2) hours' pay for date of April 30, 1969, when Company requested that he go to the doctor, Company having made the appointment, and Company refusing to pay him for said time spent at the doctor's.

Case # SC-9-(6)-9-3826.

JSC Motion: That based on Article 45, Section 1, the claim be denied.

Deadlocked Southern California JSC September 12, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
11-9-4872 P. M. T. (TOFC)

P & D For and on behalf of: Louis Vasquez. On July 6, 1969, P. M. T.
Dispute called A. C. Ramirez to come in to work, which he did.
Ramirez had worked Saturday, July 5, 1969, therefore making
it two consecutive days of premium pay.

"The Company did not call me for work on Sunday, July 6, 1969.
I had signed for weekend work; therefore, by the agreement we
have for weekend work, I am requesting nine (9) hours' over-
time in the amount of \$44.00."

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JS C September 15, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4873

Local 396, Los Angeles, California, and
Atlantic Transfer

P & D
Dispute

Local Union No. 396, on behalf of Frank E. Spinella, is asking
for 10 1/2 hours' premium time, worked by a junior man.

"On Saturday, July 19, 1969, my seniority rights were violated
when dispatcher bypassed me and offered a junior man extra
work. Junior man, Robert McCartney, accepted work, and
worked 10 1/2 hours. I claim this man's time."

Case #SC-9-9-4486.

JSC Motion: That based on the facts presented, claim of the
Union be upheld.

Deadlocked Southern California JSC September 16, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4874

Local 690, Spokane, Washington, and
Consolidated Freightways

P & D
Dispute

Violation of seniority for premium day's work for city employees. Teamsters Union 690 is requesting eight (8) hours' pay at the time and one-half rate for employee Guy E. Inman. Company worked safety man, John DeLozier, and sleeper team Shanks and Hallwell, on Saturday, July 19, 1969, hostling and unloading freight off of units, and reassembling units at Spokane terminal.

Case # 2500 (U).

JSC Motion: That the claim of the Union be allowed.

Deadlocked Washington JSC September 17, 1969.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # 11-9-4875	L-787	<u>DONALD GARDNER</u> , member of Local 357, Los Angeles, California. Employee of Walkup's Merchants Express. Request is for a period of 90 days, effective August 11, 1969, for the purpose of accepting position of Dock Foreman.
	L-788	<u>RICHARD D. ADAMS</u> , member of Local 208, Los Angeles, California. Employee of Willig Freight Lines. Request is for a period of 90 days, effective August 4, 1969, for the purpose of accepting position of driver supervisor.
	L-789	<u>STEVE R. McCAIN</u> , member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of 90 days, effective August 11, 1969, for the purpose of assuming the position of Dispatcher.
	L-790	<u>HARRIS WINTER</u> , member of Local 357, Los Angeles, California. Employee of Illinois-California Express. Request is for a period of 30 days, effective August 10, 1969, for the purpose of going into dispatch department for I. C. X.
	L-791	<u>KENNETH C. HEYLEK</u> , member of Local 208, Los Angeles, California. Employee of Real Transportation Company. Request is for a period of 90 days, effective August 1, 1969, for the purpose of assuming the position of Dispatcher.
	L-792	<u>RONALD D. CARSON</u> , member of Local 357, Los Angeles, California. Employee of Panda Term., Inc. Request is for a period of 90 days, effective August 18, 1969, for the purpose of taking a position in management as Dock Foreman.
	L-793	<u>JAMES HILBERT</u> , member of Local 551, Lewiston, Idaho. Employee of Garrett Freightlines. Request is for a period of 90 days, effective September 15, 1969, for the purpose of assuming the position of Business Agent for Teamsters Local 551.
	L-794	<u>HELMER STENBAK</u> , member of Local 190, Billings, Montana. Employee of Northern Pacific Transport. Request is for a period of 90 days, effective September 2, 1969, for the purpose of promotion.
	L-795	<u>FRANK M. KING</u> , member of Local 467, San Bernardino, California. Employee of ONC Motor Freight System. Request is for a period of 90 days, effective September 8, 1969, for the purpose of trying Dispatching.
	L-796	<u>DANIEL M. HOLGUIN</u> , member of Local 357, Los Angeles, California. Employee of Westransco Freight Company. Request is for a period of 90 days, effective September 2, 1969, for the purpose of a trial period as a Supervisor.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case #
11-9-4875

- L-797 ROBERT E. CRANE, member of Local 542, San Diego, California. Employee of Delta Lines, Inc. Request is for a period of 60 days, effective September 1, 1969, for the purpose of evaluation of Supervisor jobs with Delta Lines, Inc.
- L-798 RICHARD A MARCUS, member of Local 208, Los Angeles, California. Employee of ONC Motor Freight System. Request is for a period of 30 days, effective September 15, 1969, for the purpose of a trial period as Dispatcher.
- L-799 WILLIAM SETTLES, member of Local 224, Los Angeles, California. Employee of Consolidated Freightways. Request is for a period of 90 days, effective June 6, 1969, for the purpose of accepting the promotion to Dock Foreman.
- L-800 DONALD H. WHITE, member of Local 224, Los Angeles, California. Employee of Hadley Auto Transport. Request is for a period of 90 days, effective August 21, 1969, for the purpose of accepting a temporary position as driver Supervisor.
- L-801 SHERMAN RUSSELL, member of Local 208, Los Angeles, California. Employee of Westransco. Request is for a period of 90 days, effective September 22, 1969, for the purpose of accepting the position of Supervisor.
- L-802 STEVE ENGLEBRECHT, member of Local 208, Los Angeles, California. Employee of Republic Machiner Moving. Request is for a period of 90 days, effective September 15, 1969, for the purpose of accepting the position of Dispatcher.
- L-803 PAUL E. ADKINS, member of Local 104, Phoenix, Arizona. Employee of Milne Truck Lines, Inc. Request is for a period of 30 days, effective September 23, 1969, for the purpose of accepting a salaried position with Milne Truck Lines, Inc.
- L-804 WILLARD ROGERS, member of Local 85, San Francisco, California. Employee of ONC Motor Freight System. Request is for a period of 90 days, effective October 2, 1969, for the purpose of continuing to work for the Company performing duties which do not fall under the classification of work covered by the contract.
- L-805 ROBERT PAUL HAMEL, member of Local 208, Los Angeles, California. Employee of T.I.M.E. -DC, Inc. Request is for a period of 90 days, effective July 10, 1969, for the purpose of accepting salaried Supervisory job as heavy duty Dispatcher.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case #
11-9-4875

L-806

JOHN E. HOGG, member of Local 87, Bakersfield, California. Employee of Asbury Transportation Co. Request is for a period of 90 days, effective August 7, 1969, for the purpose of dispatching at Bakersfield for the company.

L-807

MORRIS H. GUSTIN, member of Local 468, Oakland, California. Employee of Delta Lines. Request is for a period of 90 days, effective September 1, 1969, for the purpose of accepting Supervisory capacity with company.

L-808

GEORGE ROSE, member of Local 104, Phoenix, Arizona. Employee of Thunderbird Freight Lines. Request is for a period of 90 days, effective October 1, 1969, for the purpose of accepting Supervisory job with company.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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MAIN COMMITTEE:

#11-7-3422	(71)	Local: 468 P. M. T.	OTR Dispute
#2-8-3618	(72)	Local: 468 O. N. C.	OTR Dispute
#2-9-4333	(73)	Locals: 741-81 O. N. C.	OTR Dispute
#5-9-4520	(74)	Locals: 208-357-692 Dependable Trucking Company	Master Dispute
#5-9-4531	(75)	Locals: 224 - 104 Milne Truck Lines	OTR Dispute
#8-9-4696	(76)	Local: 81 Consolidated Freightways	OTR Dispute
#8-9-4704	(77)	Local: 81 T.I.M.E. -DC.	OTR Dispute
#8-9-4705	(78)	Local: 85 Encinal Terminals	Interpretation
#8-9-4712	(79)	Local: 190 United Buckingham Norwalk	OTR Dispute
#8-9-4732	(80)	Local: 255 Consolidated Freightways	Automotive Dispute
#8-9-4734	(81)	Local: 287 Walkup's Merchants Express	OTR Dispute
#8-9-4741	(82)	Local: 431 Valley Motor Lines	Master Dispute
#8-9-4747	(83)	Local: 468 Transcon Lines	OTR Dispute
#8-9-4768	(84)	Local: 961 I. C. X.	OTR Dispute
#8-9-4770	(85)	Local: 961 Ringsby System	OTR Dispute
* #8-9-4774	(86)	Local: 70 <i>can not fill in there case</i> Consolidated Freightways	Interpretation
#8-9-4822	(87)	Local: 439 Senf & Company	Agricultural & Horticultural Dispute
#11-9-4876	(88)	Local: 81 Consolidated Freightway	OTR Dispute
#11-9-4877	(89)	Local: 81 Consolidated Freightways	OTR Dispute
#11-9-4878	(90)	Local: 81 Consolidated Freightways	OTR Dispute
#11-9-4879	(91)	Local: 81 Exley Express	OTR Dispute

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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MAIN COMMITTEE:

#11-9-4880	(92)	Local: 81 O. N. C.	OTR Dispute
#11-9-4881	(93)	Local: 81 Pacific Intermountain Express	OTR Dispute
#11-9-4882	(94)	Local: 81 Pacific Molases	Interpretation
#11-9-4883	(95)	Local: 81 Pacific Motor Trucking	OTR Dispute
#11-9-4884	(96)	Local: 81 Valley Copperstate-N.W Region	Suspension & OTR Dispute
#11-9-4885	(97)	Local: 150 T.I.M.E. -DC. Inc.	OTR Dispute
#11-9-4886	(98)	Local: 180 Consolidated Freightways	OTR Dispute
#11-9-4887	(99)	Local: 180 Consolidated Freightways	OTR Dispute
#11-9-4888	(100)	Local: 180 Consolidated Freightways	OTR Dispute
#11-9-4889	(101)	Local: 180 I. C. X.	OTR Dispute
#11-9-4890	(102)	Local: 180 I. C. X.	OTR Dispute
#11-9-4891	(103)	Local: 190 N. P. Transport	Automotive Dispute
#11-9-4892	(104)	Local: 208 Crescent Truck Lines	Interpretation
#11-9-4893	(105)	Local: 222 Garrett Freightlines	OTR Dispute
#11-9-4894	(106)	Local: 222 Garrett Freightlines	OTR Dispute
#11-9-4895	(107)	Local: 222 Garrett Freightlines	OTR Dispute
#11-9-4896	(108)	Local: 222 Union Pacific Motor Freight	OTR Dispute
#11-9-4897	(109)	Local: 224 P. I. E.	Master Dispute
#11-9-4898	(110)	Local: 224 Ringsby Truck Lines	OTR Dispute
#11-9-4899	(111)	Local: 287 Bell & Griffin	Agriculture & Horticultural Dispute
#11-9-4900	(112)	Local: 315 Seaboard Transportation	OTR Dispute
#11-9-4901	(113)	Local: 468 P. I. E.	OTR Dispute

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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MAIN COMMITTEE:

#11-9-4902	(114)	Local: 468 P. M. T.	OTR Dispute
#11-9-4903	(115)	Local: 468 P. M. T.	OTR Dispute
#11-9-4904	(116)	Local: 468 T.I.M.E. - DC, Inc.	OTR Dispute
#11-9-4905	(117)	Local: 692 P. I. E.	Tanker Dispute
#11-9-4906	(118)	Local: 741 Consolidated Freightways	OTR Dispute
#11-9-4907	(119)	Local: 741 Garrett Freightlines	OTR Dispute
#11-9-4908	(120)	Local: 961 Navajo Freightlines	OTR Dispute
#11-9-4909	(121)	Local: 961 Navajo Freightlines	OTR Dispute
#11-9-4910	(122)	Local: 961 Santa Fe Trail Transportation	OTR Dispute
#11-9-4911	(123)	Local: 983 Garrett Freightlines	OTR Dispute
#11-9-4912	(124)	Local: 983 Garrett Freightlines	OTR Dispute

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-7-3422

Local 468, Oakland, California, and
Pacific Motor Trucking

O-T-R
Dispute

Runaround for Vernon Cramer. A Los Angeles driver on the preferred extra board left Oakland with a Stockton load. He dropped the load at Stockton, picked up a Los Angeles load and proceeded to his home terminal. The Union's position is that the Stockton load was short line work and he is filing runaround for a shortline driver.

The Company's position is that this is normal procedure and return out-of-town drivers to their home terminal.

Case #CB-2287.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.

November, 1967 JWAC Action: M/m/s/c/ that the claim of the Union be upheld and the Company and the Unions are instructed to get together and set up dispatch procedures.

NOTE: The February, 1968 JWAC did not approve the Minutes in this case but retained jurisdiction.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-8-3618

Local 468, Oakland, California, and
O. N. C. Fast Freight

O-T-R
Dispute

Union claiming 8 hours runaround December 18, 1967 in the
name of Joseph Moniz.

Case #CB-2396.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC January 16, 1968.

February, 1968 JWAC Action: M/m/s/c/ that this committee
retain jurisdiction of this case pending a decision on the PMT
case which was not approved when we approved the Agenda at
the Monday meeting.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
2-9-4333

Local 741, Seattle, Washington, and (Also: Local 81)
O. N. C. Motor Freight System

O-T-R
Dispute

Revision of O.N.C. Motor Freight System's dispatch rules.
(Filed under O-T-R Supplement - Articles 41, Section 2 (a)
43; 53; Section 3 (e); and 53, Section 5)

Case #2231 (U).

JSC Motion: That since the change proposed involves turns
from two Joint Councils, this matter is referred to the Joint
Western Area Committee for decision. Motion Carried.

Washington JSC date of action November 20, 1968 .

February, 1969 JWAC Action: M/m/s/c/ that we hold
jurisdiction on this case and the three local unions meet with
the Company together with Mr. Crosby and see if they can't
resolve a common set of rules.
(Main Committee - Transcript Pgs. 358-368)

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4520

Locals 208, Los Angeles, California
Local 357, Los Angeles, California
Local 692, Long Beach, California, and
Dependable Trucking Company

MASTER
Dispute

CASE #3095: Bill Messenger and all Freight Transport employees protest Dependable Trucking putting all Freight Transport employees at bottom of seniority list, and claim they should be dovetailed under above articles.

CASE #3096: Bill Messenger and all Freight Transport employees claim that Freight Transport, by selling trucks and equipment and assigning certain accounts to Dependable Trucking, has deprived them of work opportunities.

Cases #SC-4-(3)-9-3095 and 3096.

JSC Motion: That based on the motion in JWC Cases #11-8-4121 and #11-8-4162, Freight Transport was bankrupt, therefore, the claim of the Union is denied under Article 5, Section 3 (a) (2) of the National Master Freight Agreement.

Deadlocked Southern California JSC April 11, 1969.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4531

Local 224, Los Angeles, California - Also: Local 104, Phoenix
and Milne Truck Lines

O-T-R
Dispute

Herschel H. Wright and Eddie Barragan claim mis-dispatch
on 3/9/69 when extra board men were dispatched to Desert
Center in their stead.

Case #SC-4-9-3377.

JSC Motion: That based on the decision in Cases SC-2-(1)-9-
2553 and 2555, the claim of H. H. Wright and E. Barragan
be denied. Inasmuch as Local 104 is involved, they shall
become a party to this case at the Joint Western Area
Committee.

Deadlocked Southern California JSC April 18, 1969.

May, 1969 JWAC Action: M/m/s/c/ that the case be
referred back to the parties for possible settlement, and
at the meeting a representative of the International Teamsters
be present to try to resolve the issue, and the committee
will retain jurisdiction.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-9-4696 Consolidated Freightways

O-T-R Local 81 is in dispute with Consolidated Freightways over the
Dispute Company's violation of the Inter-Conference Sleeper Cab Agree-
ment when it dispatched a Kansas City team from Seattle to
Salem to pick up a Salt Lake City load. This created a runaround
claim for a Portland-based sleeper team.

The Union contends that on April 12, 1962, the Company programed
their whole sleeper operation and it was agreed at that time that
Central States sleepers would not run North and South. That on
the day in question the Company dispatched a Kansas City team
to Seattle with a load, picked up a set of empties, went through
Portland on to Salem and picked up a solid load, then on to
Salt Lake where this load was dropped. This load was originally
destined for Chicago.

The Union further contends there was a rule established in
1962 where these sleeper teams cannot make more than one drop
or one pick-up, therefore the Union is asking that the runaround
be paid for the first sleeper team available in Portland, Oregon.

The Company contends they have done this various times in
accordance with an agreement with the Union and Company in
1965 and because of this agreement, the Company feels they were
not in violation when they dispatched the team to Salem with
empties and picking up a load from Salem to Salt Lake.

Case #1392.

JSC Motion: That the Union's position be upheld and the first
Portland sleeper team available be paid the runaround from
Salem to Salt Lake.

Deadlocked Oregon JSC July 7, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-9-4704 T.I.M.E. - DC, Inc.

O-T-R
Dispute

Local 81 is in dispute with T.I.M.E. - DC. over one-quarter hour fuel time for driver Galbreath and Stratton at Albany, Oregon. The Union contends that the Company has posted a bulletin instructing the drivers to fuel in Albany, Oregon, that fuel and I.C.C. check time will be paid only if it exceeds the half hour, in accordance with the contract. The men are claiming one-quarter hour in excess in Albany since it is necessary to go off the highway and this takes longer to fuel.

The Company contends the men are paid the 1/2 hour automatically. That Galbreath shows thirty minutes in Albany with a quarter hour fuel and check time. The Company feels since this was the only stop Galbreath made that he had dinner in Albany and this was not fuel time. That Stratton was in Albany 15 minutes and since the men do not fuel any other place the half hour should be the only time paid for fueling.

Case #1381.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 7, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4705

Local 85, San Francisco, California, and
Encinal Terminals

Interpre-
tation

Request for an interpretation of application of Article 5 - Section 3 (4) of the National Master Freight Agreement. "Operation of nonparellel rights as pertains to seniority."

Request for establishment of separate seniority lists for non parellel operations.

Encinal Terminals purchased Air Land Freight Consolidators. Appearing on the seniority list of this acquired Company are names of Ten (10) employees, five of whom were actually employed by The Air Land Freight portion which was purchased by Encinal Terminals. The other named men were employed at time of purchase by the Pier Drayage Dock operation which is a different entity.

Company is requesting interpretation of the above article in its application to the establishing of the following men on the Air Land seniority list:

Resler	May 10, 1962
Cononica	July 8, 1963
Head	April 5, 1965
Krahn	May 18, 1965
Riddiough) Riddiough or Asaro would be number
Asaro) six according to their choice.

The Company requests no dovetailing of this operation with the Container Division of Encinal Terminals, and is requesting that two separate seniority lists be established in this case.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4712

Local 190, Billings, Montana, and
United-Buckingham Norwalk

O-T-R
Dispute

CASE #M-927 - Request pay for 430 miles Bozeman to
Missoula and return pulled by Spokane driver for driver Jansma
on April 2, 1969.

CASE #M-930 Request pay for 430 miles from Bozeman to
Missoula and return pulled by Spokane driver for driver
Kirkness on May 24, 1969.

CASE #M-931 Request pay for 430 miles Bozeman to
Missoula and return, pulled by Spokane driver for driver
Kirkness on May 24, 1969.

Union stated that in all cases a Spokane man ran from Spokane
to Bozeman and that Billings dispatched men from Billings
to Bozeman and return. Union stated that the Company has
approved a division between Billings to Missoula, and Spokane
to Missoula. Union position that they cannot run Spokane to
Bozeman, as the Billings people should run to Missoula or
be paid the additional miles.

Employer stated that with the Change of Operations for sleepers
they run single men to different towns in Montana, such as
Bozeman, Three Forks, White Sulphur Springs, with loads
that are beyond Billings. The Employer referred the committee
to Case #8-8-4078 (JWAC) of August 14, 1968.

Cases #M-927, M-930 and M-931.

JSC Motion: That in cases M-927, M-930 and M-931 the Union's
position be upheld.

Deadlocked Montana JSC June 20, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
8-9-4732

Local 255, Portland, Oregon, and
Consolidated Freightways

Automotive
Dispute

Local 255 is in dispute with Consolidated Freightways over a change of hours for shift premium pay for the Parts Room Employees.

The Union contends that until January 31, 1969, the Company paid the Parts Room Employees the premium pay for the morning shift from 7:00 A.M., and at this time discontinued this practice and started paying the employees from 8:00 A.M. - That the shift starting at 4:00 P.M. had been paid the premium rate starting at 4:00 P.M., and now the employees are being paid from 6:00 P.M.

The Union feels this is past practice, and the Company is in violation of the Maintenance of Standards provision of the contract. - That the Company is contending the premium pay was discontinued because of a 1968 JWC case #8-8-3995. but that this case pertained to the amount of money to be paid, not hours.

Case # 1390.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 7, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
8-9-4734

Local 287, San Jose, California, and
Walkup's Merchants Express

O-T-R
Dispute

Union claims Company did not protect bid run out of San Jose when employee went on vacation. Asking runaround pay for extra board man that stayed home.

Union claims that as long as four runs bid out of San Jose with San Jose drivers, the top man on extra board should have pulled this train south to L. A. That it is necessary for the Company to bid a hold-down during vacation period, although this vacation period did not extend thirty days.

Company had one bid line driver, San Jose to L. A., off on vacation. On the night in question, Company sent an Oakland based bid man out of Oakland with one trailer of L. A. freight. He stopped in San Jose yard and picked up an additional trailer of freight for L. A. and proceeded to destination.

Case # 5-9-CB 3041.

JSC Motion: As the San Jose bid drivers were protected and the train was a split with one trailer originating in Oakland, the claim of the Union is denied.

Deadlocked California Bay Area JSC May 20, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4741

Local 431, Fresno, California, and
Valley Motor Lines

MASTER
Dispute

Company in violation of Article 32, W.M.F. (subcontracting)
and claims pay for proper man on layoff any day 45 days
prior.

Case #CV-59-2540.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4747

Local 468, Oakland, California, and
Transcon Lines

O-T-R
Dispute

Union claims runaround, Chicago, as of April 9, 1969, in
the name of James M. George.

Union claims that tractor's heater was not adequate to handle
the heating of the cab and sleeper compartment on the cold
weather northern run. Union claims that driving a tractor
which will not supply adequate heat for driver's comfort an
unsafe driving condition.

Company claims that grievant was scheduled to depart on a
Chicago bound schedule. He came to yard and found that a
KW tractor had been set up for him. Grievant refused to
drive this equipment as he claimed defective heater. Driver
did not make out any cry sheet on this tractor, just refused to
take it out. Tractor was taken out by another team with no
complaint. Tractor was examined at a local shop (Engs), and
it was determined that a number of minor conditions existed,
but none which would indicate the heater was not operating
properly. This was the latest tractor which had been kitted.

Case # 5-9-CB 3038.

JSC Motion: That the claim of the Union be denied based on
the facts presented.

Deadlocked California Bay Area JSC May 20, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4768

Local 961, Denver, Colorado, and
Illinois - California Express

O-T-R
Dispute

Leonard Adams states: "Regarding the agreement between I.C.X. and the men on the So. End, and there would be occasional Los Angeles trucks come into Denver via Navajo Trail except in bad weather they could run via Taos. They are running 3 - 4 trucks every night taking freight and running the Raton or Taos route. I've been cancelled the following date and sent to Amarillo, January 24, 1969, February 1, 1969, February 5, 1969, April 4, 1969, April 18, 1969. These cancellations are not due to lack of freight. It is because of the Los Angeles drivers. Last night four Los Angeles trucks came in and I was cancelled out completely of my bid run.

Case #25.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 7, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
8-9-4770 The Ringsby System

O-T-R
Dispute

Kenneth Weng states: "I was called on the 19th for 11:30 P.M.
Cheyenne dispatch at 9:30. I was cancelled out. Cheyenne
freight was pulled by Eastend drivers, approximately 17,000 lbs.
They dropped 10 - 125. This is my bid run to Cheyenne.

Case #1.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 7, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4774

Local 70, Oakland, California, and
Consolidated Freightways

Interpre-
tation

Interpretation of Article 49 - Local 70 PUD Supplement.

Do previous decisions involving delinquency notices as provided
for in Article 43, Section 3 of Western States Area PUD Agree-
ment apply to Article 49 of the Local 70 Supplemental Agreement?

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-9-4822 Senf & Company

Agricultural & Union position that the Company cease selling equipment to
Horticultural employees. Company using this guise to circumvent provisions
Dispute of Bargaining Agreement - National Master Freight Agreement -
OTR Supplement.

Union claims as a condition of continued employment, the
Company is selling its equipment to the drivers in violation of
the Agreement.

Company claims employees working for the Company had no
work, bought equipment and are hauling as subs hauling for
another carrier. Senf Company is a sub-hauler for Refrigerated
Express.

Case #AH-79-76.

JSC Motion: That the Union's position be upheld under Article
5, Sec. 2 of the N.M.F.A. and Article 17 of the A & H Supplement.

Deadlocked California Valley JSC July 23, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4876

Local 81, Portland, Oregon, and
Consolidated Freightways, Inc.

O-T-R
Dispute

Local 81 is in dispute with Consolidated Freightways over a
runaround claim for drivers Thommen and Price on July 12,
1969.

The Union contends that this sleeper team arrived in West
Richfield, Ohio, July 12th at 05:05. That the drivers were sent
to bed and called later in the day at 14:15 and dispatched to
Cleveland to pick up a load. Upon arrival, the men discovered
there was a load released and ready to go at 05:30 in the Cleveland
terminal. One of the reasons the Company refused to pay this
claim is that they claim the men requested eight hours off. The
men deny this.

The Union is asking the difference in the time they were dis-
patched and the time the load was ready.

The Company contends the men did request eight hours off, and
the back of their time card is so noted. The Company further
contends that since Akron is the lay point, they would not pay a
runaround claim in Cleveland even if the men had not requested
the eight hours.

Case # 1407.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC August 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4877

Local 81, Portland, Oregon, and
Consolidated Freightways

O-T-R
Dispute

Local 81 is in dispute with Consolidated Freightways over a
runaround claim for driver, J. H. Dick.

Local 81 contends that on July 5th, the Company utilized
Seattle driver Ewert out of Portland depriving driver Dick
of a run.

The Company contends that because of timeliness, this case
was improperly before the Committee.

Case # 1438.

JSC Motion: That because of the time element, this case
is improperly before the Committee.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4878

Local 81, Portland, Oregon, and
Consolidated Freightways, Inc.

O-T-R
Dispute

Local 81 is in dispute with Consolidated Freightways over
their refusal to pay delay time to three SPTM teams at
Kansas City, Missouri.

It is the Union's position that these teams arrived in Kansas
City and were told their rigs were ready to go. Later the
drivers were told to go to bed because the Kansas City hostlers
refused to hook up the rigs because of a heavy rain storm in
Kansas City, and the hostlers were claiming they did not have
adequate rain gear. However, before going to bed, the drivers
observed hostlers with rain gear drinking coffee. It is the
Union's position since the teams' rigs were ready and there
were hostlers available to hook up, the Company should have
dispatched the men. Since they were not dispatched the
Company is liable to pay the hotel expense, meals and delay
time.

It is the Company's position that on the day in question, there
was a heavy rain in Kansas City. That the hostlers were on
duty but were unable to hook up the rigs due to the three feet
of water they were sitting in. The Company contends the
hostlers were able to hook up some of the trailers located in
other parts of the terminal, but not these trailers because
they were sitting down in an area where the water had settled.

The Company contends the only time the teams have coming
is from arrival in Kansas City until put to bed, and the time
provided for in the layover clause in the contract.

Case # 1440.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4879

Local 81, Portland, Oregon, and
Exley Express, Inc.

O-T-R
Dispute

Local 81 is in dispute with Exley Express over a wait time claim for fifteen minutes at the Canadian Border for Jack McDonald on July 17, 1969.

Local 81 is objecting to "Normal" as an explanation and to the non-payment of this claim. The Union contends that the Company has paid wait time in the past, and although Exley is a party to the Master Agreement, the Supplemental Agreement is not the same as the Over-the-Road Supplement to the Master Freight Agreement.

The Company contends a notice was posted informing drivers that delays such as check time would not be paid for. The Company further contends the JWC has defined what is normal wait time and check stops are not to be paid if less than thirty minutes.

The Company also contends that check stops have not been paid in the past.

Case # 1441.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
11-9-4880 O. N. C. Motor Freight System

O-T-R Local 81 is in dispute with O.N.C. over their method of dis-
Dispute patching between Seattle, Portland and Medford.

The Union contends that recently the Company was granted a Change of Operations at the JWAC to run from Seattle to Medford. This change was granted with the stipulation that the change would not effect the six bid runs in Portland. The sixth run in Portland has historically been called the Seattle hotshot. This being a run where the Seattle man brings a load into Portland and the Portland man who bids this run takes the load on to Medford.

The freight is destined to various points in the State of Oregon that must be way freighted. The object of defining this run as the Seattle Hotshot has been advantageous to both the Company and the bid run driver because he was familiar with the way freighting and could expedite the schedule. This freight originates in Seattle and beyond and leaves Seattle around midnight, arriving in Portland around 4:00 A.M.

The Union further contends that the only time the bid run would be cancelled is when there is no freight going to these various points in Oregon.

It is the Company's position that they have the right to cancell the Portland-Medford (Seattle Hotshot) when it is going to be operated by a senior man.

Case #1444.

JSC Motion: That the Union's position be sustained.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4881

Local 81, Portland, Oregon, and
Pacific Intermountain Express

O-T-R
Dispute

Local 81 is in dispute with Pacific Intermountain Express over a
9 3/4 hours runaround claim for drivers Novack and Thomas
on July 13, 1969.

It is the Union's position that the Company should pay this run-
around claim because they are in violation of the dispatch rules.
On the day in question, the Company dispatched the team ahead
of Novack and Thomas to Los Angeles and Novack and Thomas
to Oakland. The L. A. trip was cancelled and the Company
then dispatched the other team to Oakland, cancelling Novack
and Thomas' dispatch.

The Union contends that the dispatch rule pertaining to this
situation reads that this is a pick and choose board, and if a
team chooses a run and that run cancels, then the team goes
back on the board and cannot bump another team.

The Company claims the L. A. run was not cancelled; that the
dispatcher thought there were two L. A. runs and there was
only one; therefore the L. A. run could not have been cancelled
since it never existed.

Case # 1401.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC August 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4882

Local 81, Portland, Oregon, and
Pacific Molases

Interpre-
tation

Interpretation of Article 16 of the National Master Freight
Agreement. (Equipment - Accidents and Reports).

"Any employee in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer."

It is Local 81's request that a driver not be compelled to complete a regular accident report to be judged whether the accident is chargeable or not, when there are no other parties involved, and incident results in damage caused by faulty or defective equipment that is unknown to the driver.

We have a factual case where the driver was traveling down the road approximately fifty miles per hour when a re-cap with approximately 200 miles and it tore loose from the core of the tire, damaging the hose tubing on a tanker truck. The Company relied on the language of Article 16, and required the driver to complete a report and the Company took action to determine whether the accident was chargeable or non-chargeable, showing as an accident on the driver's record.

It is Local 81's position that this should be reported on equipment logs, or a separate report defining mechanical or defective equipment.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4883

Local 81, Portland, Oregon, and
Pacific Motor Trucking

O-T-R
Dispute

Local 81 is in dispute with Pacific Motor Trucking over their refusal to bid regular jobs at Waterways Terminal as such.

The Union contends that it has been a past practice for Pacific Motor Trucking to bid the Waterways Terminal. In the past this has been posted as the Waterways Terminal bid. However, when the Company posted the bids recently, the Waterways Terminal was not posted as such. The Company posted this bid position as an 8:00 A. M. dock position.

The Union is asking the Company to post these jobs as Waterways Terminal jobs since there is considerable overtime involved, and the senior men would bid Waterways in order to receive the overtime involved on this particular job.

Case # 1435.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4884

Local 81, Portland, Oregon, and
Valley Copperstate System

Suspension -
O-T-R

Case #1397 - Local 81 is claiming that the seniority rights of four drivers have been violated in the application of Article 41 of the Western States Area Supplemental Agreement, as a result of a 90-day suspension for unauthorized strike instigation.

Local 81 feels the Company is discriminating and unreasonable in this action; that the Company does not have proof that the four men involved instigated the strike.

Case # 1433 - It is the Union's position that Norman Knight, Gilbert Rich and Kenneth Baker were deprived of work for the period of July 15 to August 8, 1969. The Union's claim is for all trips taken by drivers below these drivers on the extra board.

Case # 1434 - The Union contends that on July 15th, driver Freese, was dispatched to Los Angeles and upon his return to Portland, he was informed he had been suspended. He was off work from July 15th until August 5th. He lost four round trips to Los Angeles and one trip to Sacramento due to this violation of his seniority and the agreed upon dispatch rules between Valley Copperstate System and Teamsters Local Union No. 81.

The Union is asking the Company to reimburse the driver his loss due to the violation.

Cases No. 1397, 1433 and 1434.

JSC Motion: The cases are improperly before the Committee.

Deadlocked Oregon JSC August 4, September 13, and September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4885

Local 150, Sacramento, California, and
T.I.M.E. -DC, Inc.

O-T-R
Dispute

Union claims pay for all hours worked for senior man with hours
available when Portland based sleeper team unloaded at State
Printing Plant, June 2, 1969.

Case #CV-79-2594.

JSC Motion: That based on the facts presented under Article 54
of the O-T-R, the claim of the Union be upheld.

Deadlocked California Valley JSC August 26, 1969.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4886

Local 180, Los Angeles, California, and
Consolidated Freightways

O-T-R
Dispute

On behalf of O. Glass and R. Feenstra, Local 180 is asking they each be compensated for one-half hour pay denied them on trip sheet #24797 dated March 22, 1969. This time was claimed when the Company sent them east of the terminal in Billings, Montana to fuel their tractor, and denied them the time and also allowed them no extra miles for this. Local 180 contends this to be a subterfuge under the one and one-half hours' free time, and because the Company has always fueled the tractors at the terminal, that drivers Glass and Feenstra should be paid and also all other drivers in the future.

Case # SC-9-(6)-9-3711.

JSC Motion: That the Company be instructed to pay additional off route miles necessary for fueling of equipment at outside vendors.

Deadlocked Southern California JSC September 2, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4887

Local 180, Los Angeles, California, and
Consolidated Freightways

O-T-R
Dispute

SC-9-9-4299 - On behalf of Francis and Nelson, Local 180 is asking that they be paid the difference in miles from Los Angeles to Chicago and return, and a trip from Los Angeles to Kansas City and return. We are asking this on the basis that these drivers were dispatched from Los Angeles to Kansas City, when they had a load which was destined for Chicago. We contend this to be a violation of the change of operations when the Company started relay runs out of Los Angeles, and also the past practice has been to dispatch these loads to the destination of the freight. Therefore, we feel these drivers should be paid for this claim. NOTE: This claim was not denied until June 30, 1969.

SC-9-(6)-9-3712 - Gene Whittington and Donald Barzee are asking to be paid for the difference in miles between a round trip from Los Angeles to Kansas City and return, and a round trip from Los Angeles to Akron, Ohio and return. On trip sheet #254036 dated April 18, 1969, the Company dispatched Whittington and Barzee to Kansas City, when they had a load which in the past they have always pulled to Akron, Ohio. Whittington and Barzee contend this to be a violation of the change of operations which the Company was granted when they started the single-man runs from Los Angeles to Kansas City.

Cases #SC-9-9-4299 and SC-9-(6)-9-3712.

JSC Motion: That the Claim of the Union be denied.

Deadlocked Southern California September 2, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4888

Local 180, Los Angeles, California, and
Consolidated Freightways

O-T-R
Dispute

Local 180 is filing for runaround for any drivers affected in all instances from May 1, 1969 forward, when Consolidated Freightways dispatched teams from Chicago, Kansas City and Akron into Los Angeles from Salt Lake City, Phoenix and Las Vegas, and did not rotate them out with the Los Angeles based drivers. On May 1, 1969, a team out of Chicago was dispatched into Los Angeles from Phoenix arriving in Los Angeles at 17:35. They were dispatched out at 19:30, May 1, 1969.

Case # SC-9-(7) -9-3994.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 2, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 11-9-4889 Local 180, Los Angeles, California, and Illinois-California Express

O-T-R
Dispute

Case No. SC-9-9-4303 - Local 180 takes the position that Thayer and Evans are entitled to 10 hours and 40 minutes' pay at \$3.87 per hour, a total of \$41.28 for each man. This team arrived in Chicago at 9:30 P.M. on June 7, 1969. They were redispached at 11:30 P.M. June 7, 1969, and broke down at 12:01 midnight June 7, 1969. They were told to return to the Chicago terminal which they did, and arrived there at 3:30 A.M., June 8, 1969. The tractor was finally repaired and they were again dispatched at 1:30 P.M. June 10, 1969. This team was paid a total of 16 hours for this breakdown, and it is the position of the Union that they are entitled to an additional 10 hours and 40 minutes, contending that the 32 hours provision of Case #JWC 2-2-128 should apply. Trip #LC-867. Date of denial was June 13, 1969.

Case No. SC-9-9-4304 - Local 180 takes the position that Stephens and Costa are entitled to 20 hours and 13 minutes' pay at \$3.87 per hour, a total of \$68.76 for each man. This team arrived in Chicago on truck #735, trailer 3720 at 1:30 A.M. June 7, 1969 and turned. They broke down a short distance from Chicago and were returned to Chicago for repairs. They were repaired and departed from Chicago 52 hours and 13 min. later. They turned in for time under terminal delay as this was their second time in this terminal, and this was rejected on June 13, 1969. It is the position of the Union that the application of Case #JWC 2-2-128 should apply in this instance and this claim is filed for the difference in the amount they were paid and the amount they would have been due under this application. Trip #LC862. Date of denial June 13, 1969.

Cases No. SC9-9-4303 and 4304.

JSC Motion: That under Article 50, claim of the Union be denied.

Deadlocked Southern California JSC September 2, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
11-9-4890 Illinois-California Express

O-T-R
Dispute

Local 180 takes the position that Miller and Reid are entitled to 12 and 39/100 hours at \$3.87 per hour, a total of \$47.65 for each man. This team arrived in Chicago at 3:30 A.M., July 19, 1969, and their air conditioner was not working and they were relieved of duty. They were recalled to duty at 3:15 P.M. but before they got out of the yard, the air conditioner quit working again so they were sent back to the hotel again. They were called again and left with the load at 5:40 P.M. The load was available upon their arrival in Chicago and they had already been runaround by Duckworth and Boernson, another L.A. team. The Union's contention is that based on JWC 2-2-128, having been runaround, that they were on pay from 3:30 A.M. until 11:30 A.M., then on free time until 3:15 P.M. and then on terminal delay until they got out at 5:40 P.M.

Case # SC-9-9-4305.

JSC Motion: That based on Art. 54, Sec. 6-C, the claim of the Union be denied.

Deadlocked Southern California JSC September 2, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and
11-9-4891 N. P. Transport

Automotive
Dispute

Requests settlement for two partsmen who were paid incorrectly under the contract, from April 1, 1967 through April 1, 1969.

Union called to the employers attention on April 4th, the fact that two partsmen were not being paid correctly, and that this situation existed back to April 1, 1967. Union further stated that the men were not aware that they were being paid incorrectly, and could not give a reason for their not being aware of this fact. Union claim is that the men were paid at the rate of \$3.54 an hour from April 1, 1967 to April 1, 1968. This rate should have been \$3.58. They were paid at the rate of \$3.72 an hour from April 1, 1968 to April 1, 1969, and this should have been \$3.78 plus 3¢ per hour cost of living allowance.

Company stated that on April 22, 1969, Local 190 called at our office and informed us of alleged deficiencies in wage rates paid to Partsmen Richard L. Heiser and Thomas A. Clark. A verbal request for adjustment of these wages from April 1, 1967 through April 1, 1969 was made at this time, followed by Mr. Cowen's written request dated April 23, 1969. I then requested that Local 190 secure confirmation of the wage rates in question from the Western Conference of Teamsters, as our records indicate that both men involved have been paid on the basis of \$3.54 per hour from April 1, 1967 through March 31, 1968, and \$3.72 per hour from April 1, 1968 through March 31, 1969. At that time we made an immediate adjustment to cover the pay period from April 1st through April 15th, 1969, after obtaining the current wages that were effective April 1, 1969.

However, as this situation was not called to our attention for over two years, although both employees should have been aware of the prevailing wage rates, it is our contention that this was an inadvertent and bonafide error on our part, and that Article 6, Sec. 1 of the National Master Freight Agreement would apply insofar as the ninety day time limitation provision and inasmuch as we have made proper adjustment to the April 1, 1969 wage scale as soon as the matter was brought to our attention. Further, that Article 43, Sec. 1, Paragraph (i) of the Automotive Shop & Truck Servicing Supplemental Agreement thoroughly indicates that both employees are only eligible to be awarded deficiency payments to cover a period of forty-five days prior to the first notification to the Transport that the discrepancy existed.

Case # M-945.

JSC Motion: That the wage rates be adjusted retroactive back to February 15, 1969.

Deadlocked Montana JSC August 21 - 22, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4892 Crescent Truck Lines

Interpretation The Company has put this member on layoff on November 18, 1968; January 27th, February 4th and 10th, March 10th, April 21st, and May 12 & 19th, 1969. This claim is for all days this member is put on layoff without collecting the 40-hour guarantee. Being there are two different JWC decisions, one being JWC 8-6-2507, (T. M. Lewis vs Trojan Freight), where he was the one and only swamper-dockworker and the decision being that he be paid for all time lost as per the contract; the second decision by the JWC-PUD Committee on (Crescent Truck vs. Edward Perez), JWC-5-9-4474, where this member is the only swamper and dockworker and was laid off three or four days, and the previous JWC decision was cited and not checked on by the Committee, and therefore, gave a reverse decision.

Therefore, under the Contract it states "40 hour work week need not apply to 20% of the regular employees in either classification with a minimum of one." He is the only swamper and/or dock worker on the payroll. Added this claim is for all days lost.

Case # SC-8-(6)-9-3765.

JSC Motion: That this case is deemed to be an interpretive matter.

Deadlocked Southern California JSC August 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4893

Local 222, Salt Lake City, Utah, and
Garrett Freightlines, Inc.

O-T-R
Dispute

Salt Lake sleeper team Cornia and Paget, arrived at Denver and were relieved from duty. Prior to their arrival at Denver, another Salt Lake team had already departed Denver with a set of doubles, one box to be dropped at Moab, Utah, and the second to continue to Salt Lake. This team was unable to get over Loveland Pass because of snow conditions, returned to Denver, dropped the Moab box, picked up a second Salt Lake box and continued on to Salt Lake City over Highway 30.

The Union claims 7.8 hours' runaround at Denver, Colorado, in behalf of sleeper team Cornia and Paget. The claim is against another sleeper team being second dispatched through Denver while they were on layover. The Union's position is, this is in violation of dispatch rules.

Case # 1550 (Aug. 69-5)

JSC Motion: That based on the facts, the claim of the Union be denied.

Deadlocked Utah-Idaho JSC August 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
11-9-4894 Garrett Freightlines, Inc.

O-T-R
Dispute

Salt Lake sleeper team, Rist and Nichols, arrived at their Los Angeles lay point approximately 17:00 on July 19, 1969, a Saturday. Their return load was ready and they were scheduled to turn, but they advised the hostler (the only employee on duty,) that they had a leaking fuel pump. The hostler relieved them from duty but did not make any mention of sending them to a hotel or furnishing transportation. They remained at the terminal until the fuel pump had been repaired and departed at approximately 19:00.

The Union claims pay for the two hour delay contending that the Company could not relieve them from duty without also sending them to a hotel.

Case # 1582 (Sept. 69-8).

JSC Motion: That based on the facts of this case, the claim of the Union be upheld.

Deadlocked Utah-Idaho JSC September 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4895

Local 222, Salt Lake City, Utah, and
Garrett Freightlines, Inc.

O-T-R
Dispute

G. L. Brown, a Salt Lake sleeper driver with a bid tractor, was alerted during call time for a 24:00 departure. After the alert call, the shop reported mechanical difficulty with the tractor's air conditioner and took it out of service. The dispatcher was then able to contact Brown's partner at home, who stated that he would wait for his tractor. Brown could not be reached at home, however, and when he reported for work he was offered a substitute tractor, but he too elected to wait for his bid tractor and returned home. He now claims four hours show-up pay.

The Union concedes that in the normal instance Brown would not be entitled to show-up pay under the circumstances. However, the Union contends that since the mechanical difficulty with the tractor was the air conditioner, and that the drivers had repeatedly written up the air conditioner and the Company had failed to make repairs, that in this instance the show-up time is payable.

Case # 1587 (Sept. 69-13).

JSC Motion: That the Union's claim be upheld.

Deadlocked Utah-Idaho JSC September 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
11-9-4896 Union Pacific Motor Freight

O-T-R Ronald K. Devereaux is a heavy duty driver with a bid start time
Dispute of 05:30. There are three drivers with that bid start time, and
Devereaux is junior to the other two.

On July 16, 1969, the Company had an early load and needed a heavy duty driver at 03:15. All three heavy duty drivers declined the early call, and thereafter the Company told Mr. Devereaux that since he was the junior man, he would be required to come in early. He refused the call and reported at his regular time. The Company issued him a warning notice for refusal of assignment.

It is the Union's position that the warning notice is not warranted, and that a bid driver cannot be required to come in ahead of his regular bid start time.

Case # 1571 (Aug. 69-26).

JSC Motion: That the warning notice be withdrawn.

Deadlocked Utah-Idaho JSC August 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4897

Local 224, Los Angeles, California, and
Pacific Intermountain Express

Master
Dispute

Present Payroll Procedure - Los Angeles Line Drivers

Los Angeles Line Drivers are presently paid weekly, every Friday, for one week's trips begun after 12:01 A. M. on the second preceding Saturday up through 12:00 midnight on previous Friday.

Proposed Change in Payroll Procedure-Los Angeles Line Drivers

Change payroll procedure for Los Angeles Line Drivers to pay biweekly, every other Saturday, for two weeks' trips begun after 12:01 A. M. on the third preceding Sunday up through 12:00 midnight on previous Saturday.

Company proposes that this payroll procedure change become effective for the first pay period beginning on or after January 1, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA CONFERENCE
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Case #
11-9-4898

Local 224, Los Angeles, California, and
Ringsby Truck Lines, Inc.

O-T-R
Dispute

Local No. 224, on behalf of L. Mortensen, claims runaround and mis-dispatch for a trip to Fallon on June 29, 1969, when the Company dispatched a casual in his stead. Mr. Mortensen was available for work and was not called. The claim is for 932 miles and one (1) hour check time. The Company denied this claim on July 3, 1969.

Case # SC-9-9-4527.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC September 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
11-9-4899 Bell & Griffin

A & H
Dispute

Union claims Company moved a piece of equipment from Gilroy to Salinas and used it under Victorine. Company stated to Union they had sold this piece of equipment to Victorine. Upon checking, found the equipment was not sold but is still under the Bell & Griffin name. Union claims men should have been given the opportunity to move with the equipment. Records of the Company's transfer, etc., do not correspond to the date they moved the equipment. The man involved was laid off.

Case #AH-79-72.

JSC Motion: That the Company compensate Brasewell for all monies lost from February, 1969, to time Brasewell was recalled, less monies earned elsewhere.

Deadlocked California Valley JSC August 26, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4900

Local 315, Martinez, California, and
Seaboard Transportation.

O-T-R
Dispute

The local and line boards were merged by an Agreement between the Union and the Company. The grievant had been a local driver but a senior man who had been on the line board bid the local job. It was the position of the grievant that he had opposed the merging of the boards, and had been reassigned as a shortline driver against his will.

Asking difference in pay for all work performed by men with less seniority.

Employer Position: That the operation had been agreed to jointly by the Company and the Union, and the Company had proceeded contractually.

Case # 7-9-LD4792 (8-9-CB 3136)

JSC Motion: That based on the single seniority list as presented by the Company, the grievant is in his rightful assigned position.

Deadlocked California Bay Area JSC August 19, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
11-9-4901 Pacific Intermountain Express

O-T-R Union protests the timeliness of the warning letters. The
Dispute occurances were August 4, 1969. The grievants received
their warning letters on August 7, 1969. The grievance was
filed on August 15th, but the Union did not receive its copy
of the warning letter until August 26th.

The letter was mailed certified mail. In the meantime the
postal rate for certified mail had increased. The letter to
the Union was returned refused because of the additional
postage due. The Company added the additional postage and
remailed it. However, due to the delay, it did not arrive at
the Union's office for acceptance until August 26th.

Case # 9-9-CB 3130 and 3132 (Heard as one.)

JSC Motion: That the case be heard on its merits.

Deadlocked California Bay JSC September 16, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-9-4902 Local 468, Oakland, California, and Pacific Motor Trucking

O-T-R Dispute Money claim for runaround: two cases heard as one.
Case # 8-9-CB-3128 - Keith Schreffler claim for L. A. round - July 16, 1969.

Case #8-9-CB -3129 - Jack Wilcox claim for L. A. round - July 16, 1969.

Money claim for these two round trips to L. A. ex Oakland.

Local extra board men feel they should have had the mail runs to L. A. on the day in question. Los Angeles Bid Mail Run men took the freight back to L. A.

The L. A. men are regular Bid men, even if on the Mail run, and their bids must be protected and have preference over extra board men who are not bid.

Cases # 8-9-CB-3128 and 3129.

JSC Motion: That the claim of the Union is denied.

Deadlocked California Bay Area JSC August 19, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4903

Local 468, Oakland, California, and
Pacific Motor Trucking

O-T-R
Dispute

Local 224 Bid L. A. mail drivers are coming into 468 jurisdiction and pulling back with loads of mail. Local 468 requests that two more regular mail bids be set up for Local 468 men, that would make a total of four bids out of 468 all told for the Mail Run.

There is not sufficient volume to justify this, and the Local 224 men are already on the regular board and bid for this run.

Case # 8-9- CB-3126.

JSC Motion: That the claim of the Union is upheld.

Deadlocked California Bay Area JSC August 19, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
11-9-4904 T. I. M. E. -DC

O-T-R Pay claim for two Seattle turns, claiming sleeper teams were
Dispute not dispatched in their proper order. Claim for pay for one
Seattle turn on July 12th in the name of Ralph Jesson, Garry
Bowman and Cleatus Ladd.

Union claims pay for two Seattle turns, claiming that sleeper
teams were not dispatched in their proper order. Union's
position is that even though these teams were originally dis-
patched to Portland, they did ultimately go on to Seattle, and
should therefore be treated the same as those teams originally
dispatched to Seattle.

Company claims that under written dispatch rules, the teams
that were originally dispatched to Portland must be placed on
the board at Oakland ahead of those teams dispatched to
Seattle. Company claims that the team originally dispatched
to Portland took their rest at Portland, and was then dis-
patched back to Oakland via Seattle.

Case # 8-9-CB 3125 and 3127 (Heard as one.)

JSC Motion: That based on the dispatch rules, the claim of
the Union is denied.

Deadlocked California Bay JSC September 16, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and
11-9-4905 Pacific Intermountain Express

Tanker
Dispute

Case #T-49-1396. - Local 692 vs. P. I. E.
Union claims on February 21, 1969, a Texas team left Los Angeles for Tennessee. Union requesting pay for available locally based men.

Case #T-49-1397. - Local 692 vs. P. I. E.
Union feels locally based men were runaround February 21, 1969, and requesting pay at applicable rate for seniority men. A Texas Team left Los Angeles for Illinois.

Case #T-49-1396 and T-49-1397.

JSC Motion: That in cases T-49-1396 and T-49-1397, the claim of the Union be upheld.

Deadlocked C-A-N Transport Tank, August 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
11-9-4906 Consolidated Freightways

O-T-R Local 741 requests runaround pay from Consolidated Freight-
Dispute ways for R. B. Allen, Seattle, to Yakima bid driver, when on
July 7, 1969, Spokane freight was moved on a sleeper and
Yakima freight was moved on a Spokane schedule.

Case # 2473 (U).

JSC Motion: That the claim of the Union be allowed.

Deadlocked Washington JSC August 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
11-9-4907 Garrett Freightlines, Inc.

O-T-R Local 741 requests Garrett Freightlines to pay one and one-
Dispute half (1 1/2) hours to Floyd Lesewski when Company called
Lesewski to report for duty at his lay point on June 17, 1969,
at 7:30 P.M., then required him to wait for his equipment
and hostile rig. The Company paid him only the two hour
guarantee, starting with his 14th hour which was 8:00 P.M.
(Filed under Art. 53 of the OTR Supplement.)

Case # 2476 (U).

JSC Motion: That the claim of the Union be allowed.

Deadlocked Washington JSC August 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
11-9-4908 Navajo Freight Lines, Inc.

O-T-R O.K. Foster states: Trailer 1068 loaded at Pueblo, Colorado,
Dispute on July 3, 1969, for South Bend, Indiana, was picked up by
Denver sleeper team on tractor 2235 on July 5, 1969, at 7:30
P.M. Since the trailer was loaded July 3, 1969, and I didn't
make a trip from July 1, 1969 to July 5, 1969, I had plenty of
time to pull 1068 trailer to Denver for team to take to South
Bend. Claim eight (8) hours at \$3.87 per hour.

Case # 12.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 3, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and
11-9-4909 Navajo Freight Lines, Inc.

O-T-R
Dispute

John J. Nelson states: We were dispatched from Albuquerque, New Mexico to Denver with an empty trailer, with instructions to check Pueblo, Colorado, for a load to Denver. At Pueblo, we were redispached to San Jose, California, with a load. We claimed the miles to Denver and back to Pueblo and were denied this mileage.

Case # 33.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 6, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4910

Local 961, Denver, Colorado, and
Santa Fe Trail Transportation Co.

O-T-R
Dispute

G. M. Cox and A. C. Gum state: This claim for taxi fare has been denied per attached, but back slips in direct disagreement with Art. 47, Sec. 1. Hotel is measured to be 7/10 miles from dock in an undesirable area during such hours. There is no public transportation available at such hours.

Case # 53.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 6, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 983, Pocatello, Idaho, and
11-9-4911 Garrett Freightlines, Inc.

O-T-R Pocatello line driver, John W. Evans, has bid the second
Dispute Pocatello-Butte and/or Missoula schedule. On June 2, 1969,
he was dispatched at 20:00 on a run to Butte.

The Union contends that at the time he was dispatched, there
was a Missoula load on the ready line, and that he should have
had the longer run.

It is the Company's position that the Missoula load was not
ready at the time Evans left, and it was not dispatched until
an hour and a half later with an extra board man; that since
Evans was the bid man, he was correctly dispatched on the
first load available to Butte and/or Missoula, and that had he
been held for the later Missoula load, his bid would have been
violated.

Case # 1532 (July 69-2)

JSC Motion: That based on the facts of this claim and Utah-
Idaho Case 1406 (JWAC Case No. 5-9-4566), the claim be paid.

Deadlocked Utah-Idaho JSC July 17-18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-9-4912 Local 983, Pocatello, Idaho, and
Garrett Freightlines, Inc.

O-T-R
Dispute

Case # 1556 (Aug. 69-11) - Pocatello sleeper team Gross and Thompson arrived at Denver at 20:15 and were relieved from duty. Shortly after they arrived at the hotel the dispatcher gave them a two hour call. They arrived back at the terminal in approximately an hour and a half and their load was ready. They departed at 22:45, being in Denver a total of 2 1/2 hours.

The Union contends that the team was relieved from duty as a subterfuge; that the load was ready upon their arrival and that they should have been turned. The Union claims 2 hours' waiting time.

Case # 1557 (Aug. 69-12) - Pocatello sleeper team Walton and Green arrived at Denver at 21:25 and were relieved from duty. Shortly thereafter, they were given a call and departed Denver at 24:00.

The Union contends that the team was relieved from duty as a subterfuge; that the load was ready upon their arrival and that they should have been turned.

Case # 1572 (Aug. 69-27) - Pocatello sleeper team Ledbetter and Browne arrived at Emeryville at 06:30, and were relieved from duty. Shortly thereafter they were given a call and departed Denver at 09:00.

The Union contends that the team was relieved from duty as a subterfuge; that the load was ready upon their arrival, and that should have been turned.

Cases # 1556 (Aug. 69-11), # 1557 (Aug. 69-12) and # 1572 (Aug. 69-27).

JSC Motion: Based on the particular facts in these cases, the claims be paid.

Deadlocked Utah-Idaho JSC August 21, 1969.

Note: Item 14, Case No. 1557 and Item 29, Case No. 1572 involve substantially identical facts as in Case No. 1556, and were heard at the same time by agreement of the parties.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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DISCHARGES:

#8-9-4785	(125)	Local: 961	Ringsby System	Discharge
#11-9-4913	(126)	Local: 81	Consolidated Freight	Discharge
#11-9-4914	(127)	Local: 81	Nehalem Valley	Discharge
#11-9-4915	(128)	Local: 81	P. M. T.	Discharge
#11-9-4916	(129)	Local: 180	T.I.M.E. -DC, Inc.	Discharge
#11-9-4917	(130)	Local: 208	Irish Truck Lines	Discharge
#11-9-4918	(131)	Local: 208	Russell Truck Co.	Discharge
#11-9-4919	(132)	Local: 208	Santa Fe Trail	Discharge
#11-9-4920	(133)	Local: 208	West Coast Cartage	Discharge
#11-9-4921	(134)	Local: 357	Navajo Freightlines	Discharge

WARNING LETTERS:

#8-9-4739	(135)	Local: 357	West Coast Cartage	Warning Letter
#8-9-4794	(136)	Local: 357	Dependable Trucking	Discharge & Warning Letter
#8-9-4796	(137)	Local: 569	Nehalem Valley	Warning Letter
#8-9-4828	(138)	Local: 208	West Coast Cartage	Warning Letters
#11-9-4922	(139)	Local: 81	Garrett Freightlines	Warning Letter
#11-9-4923	(140)	Local: 208	Russell Truck	Warning Letter
#11-9-4924	(141)	Local: 222	Garrett Freightlines	Warning Letter
#11-9-4925	(142)	Local: 224	Western Gillette, Inc.	Warning Letter
#11-9-4926	(143)	Local: 690	United-Buckingham	Warning Letter
#11-9-4927	(144)	Local: 961	Navajo Freightlines	Suspension

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
8-9-4785

Local 961, Denver, Colorado, and
The Ringsby System

Discharge

Dean Baker states: Protesting discharge - asking for
reinstatement with all back pay and seniority.

Case #5.

JSC Motion: None given.

Deadlocked Colorado - Wyoming JSC June 18, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4913

Local 81, Portland, Oregon, and
Consolidated Freightways, Inc.

Discharge

Local 81 is protesting the discharge of K. Smith by Consolidated Freightways.

The Union contends that a man has the right to refuse dispatch when he is sick. Mr. Smith had an operation on his jaw and takes pills, which occasionally make him extremely sick, but are necessary to ward off infections. On the day in question, August 14th, Mr. Smith did have a cold and was taking a prescription and unable to work. The Union feels the discharge is unjust in this case, and is asking the Company to return Mr. Smith to work with full seniority and pay.

The Company contends for the past eight months there has been a problem with Mr. Smith regarding his not being available for dispatch. On December 12th, he was not available, and the Company was forced to pay his partner two hours and forty-five minutes wait time. On March 20th, he was two hours late reporting for work, and a warning letter was issued. On July 20th, Mr. Smith was alerted for Kansas City; however, at dispatch time he was not available, since after trying several times to contact him by phone, the Company discovered through the Telephone Company that the phone was off the hook. The Company sent a cab to his home and Mr. Smith refused to pay the driver.

On August 14th, the Company was again unable to contact Smith for dispatch. Later Mrs. Smith was contacted and she told the Company Smith was sick. Mr. Smith's partner did show up and the Company paid him four hours show-up time and he was sent home. The Company feels under these circumstances, the discharge is justified.

Case # 1415.

JSC Motion: That Mr. Smith be returned to work without back pay and a cautionary letter be issued.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4914

Local 81, Portland, Oregon, and
Nehalem Valley Motor Freight

Discharge

Local 81 is in dispute with Nehalem Valley Motor Freight over the discharge of Royal Sweider on August 27, 1969.

It is the Union's position that the line trips should be offered to qualified senior men; however, when as in this case, there are men who qualify to do this work, the senior man has the right to refuse.

The Union contends Sweider did not know there were two loads to Wauna. He thought the Company was asking him the second time to take the same load. Man claims he did not quit, as far as he was concerned he had been terminated when he was told to either take the load or get off the premises.

The Company contends that Sweider was not discharged, that he voluntarily quit. On the day in question he was told to take a load of paper to Wauna, Oregon. He refused and the Company dispatched another driver junior to Sweider, to take the load of paper. Later in the morning, the Company received a call from Crown Zellerbach to pick up another load to Wauna. Sweider was asked to take this load and again refused.

Sweider was told by the Supervisor to either take the load or punch out and get off the premises. Sweider refused and told the Supervisor to punch his time card himself. Sweider then left the terminal. The Company feels since he refused to follow instructions and walked off the job, this is a voluntary quit and not a discharge.

Case # 1416.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
11-9-4915 Pacific Motor Trucking

Discharge The Union is protesting the discharge of David H. Randall by Pacific Motor Trucking on August 7th, 1969.

The Company contends this man has a history of refusing to follow Company instructions particularly accident reports. On August 6th, the man had an accident and the rule pertaining to accidents is to report the accident to the Company immediately, which he failed to do.

It is the Company's position that this man had an accident March 15th and May 12th, both not reported, and for which he received warning letters; therefore the Company feels the termination is justified.

Case # 1418.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
11-9-4916 T. I. M. E. -DC

Discharge Local 180 protests the termination of Lewis L. Barton, issued
by T. I. M. E. -DC on August 19, 1969.

Case #SC -9-9-4537.

JSC Motion: That L. L. Barton be returned to work with full
seniority and all fringe benefits, upon a full release from the
doctor.

Deadlocked Southern California JSC September 3, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4917 Irish Truck Lines

Discharge Fred J. Hildebrand protests his terminal notice dated August 6, 1969, for 'voluntary quit' and asks that he be returned to work with full seniority and all monies due him.

Case # SC-9-9-4392.

JSC Motion: That the position of the Company be upheld.

Deadlocked Southern California JSC September 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4918 Russell Truck Company

Discharge Protest discharge of J. T. Hardie.

Case # SC-9-9-4419.

JSC Motion: That the claim is timely before the Committee.

Deadlocked Southern California JSC September 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4919

Local 208, Los Angeles, California, and
Santa Fe Trail Transportation Co.

Discharge

The Local Union protests the termination of Wm. B. Saylor,
dated July 25, 1969, for allegedly using profane and bellig-
erent language against other employees.

Case SC-9-9-4421.

JSC Motion: That the discharge be sustained.

Deadlocked Southern California JSC September 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4920 West Coast Cartage Co., , Inc.

Discharge Local 208 on behalf of John Acuna, protests termination of
July 23, 1969, alleging that he was carrying an unauthorized
passenger.

Case # SC-9-9-4443.

JSC Motion: That the discharge be sustained.

Deadlocked Southern California JSC September 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4921 Navajo Freight Lines, Inc.

Discharge For and on behalf of: Rob. Endicott. "With malice aforethought and without justifiable cause, I was relieved of my livelihood with no explanation. At the time of my separation, my immediate supervisor told me to go home and report back to work when my next shift started. On July 31, 1969, I prepared myself to return to my job; however, on July 31, 1969, at 11:14 A. M. I received a telegram stating my services were terminated as of July 30, 1969."

Case # SC-9-9-4454.

JSC Motion: That Endicott be returned to work on his next regular shift and compensated for all time lost.

Deadlocked Southern California JSC September 15, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-9-4739 West Coast Cartage

Warning Case #3939 - Local 357 protests company rules dated May 28,
Notice 1969, requiring photograph to be taken for identification picture
and cards.

Case # 3940 - Richard Atencio (and 14 others) protest warning
notice issued for refusal to have picture taken for ID card -
company rules posted May 28, 1969.

Cases # SC-7-9-3939 and 3940.

JSC Motion: That the claim of the Union be denied in accordance
with JWC Case #2-5-1776, and the warning notices issued to
R. Atencio, et al, be sustained.

Deadlocked Southern California JSC July 10, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4794

Local 357, Los Angeles, California, and
Dependable Trucking

Warning
Letter &

CASE #3843 - Frank Lamar protests two warning notices
issued for failure to report for work on April 29 and 30, 1969.

Discharge

CASE #3844 - Frank Lamar protests warning notice issued
May 2, 1969.

CASE #3845 - Frank Lamar protests warning notice of May 2,
1969 and termination of May 5, 1969 and requests that he be
reinstated with full seniority and pay for all time lost.

Cases #SC-6-9-3843, 3844 and 3845.

JSC Motion: That these cases are improperly before this
committee.

Deadlocked Southern California JSC June 13, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 569, Astoria, Oregon, and
8-9-4796 Nehalem Valley Motor Freight

Warning Local 569 is protesting a warning letter issued to Robert
Letter Moxley on April 3, 1969 by Nehalem Valley Motor Freight.

It is the Union's position that this warning letter is improper since line drivers do not perform dock work in accordance with the contract. That on the day in question, Mr. Moxley did leave his job after working six and one-half hours, however, he was not wrong in doing so since the only work to do was dock work.

The Company contends that a Change of Operations Committee at the Joint Western does allow the Company to use line drivers to load and unload to complete their 8 hours. That in fact, Mr. Moxley would have unloaded his own rig.

Case #1318.

JSC Motion: That the warning letter be withdrawn.

Deadlocked Oregon JSC May 5, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-9-4828 West Coast Cartage

Warning The Local Union protests warning notice dated June 11, 1969
Letters issued to the following drivers:

W. Hendricks	T. Madden
C. Jeske	D. Canchola
J. Griffith	H. Bartee
D. Allan	J. Rogers
D. Filancia	B. Toney
W. James	

The Union requests that the warning letters be removed from their records.

Case #SC-8-9-4184.

JSC Motion: That the claim of the Union be denied in accordance with JWC Case #2-5-1776 and the warning notices issued to W. Hendricks, et al, be sustained.

Deadlocked Southern California JSC August 7, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
11-9-4922 Garrett Freightlines, Inc.

Warning Local 81 is protesting the warning letter issued to Robert
Letter Sprando by Garrett Freighlines for delay of schedules two
and a half hours.

Case # 1406.

JSC Motion: That the warning letter be withdrawn.

Deadlocked Oregon JSC August 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4923

Local 208, Los Angeles, California, and
Russell Truck Company

Warning
Letter

Protest Warning letter dated July 21, 1969, of J. L. Tacker.
Failure to report for work July 18, 1969.

Case # SC-9-9-4420.

JSC Motion: That the warning notice be upheld.

Deadlocked Southern California JSC September 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
11-9-4924 Garrett Freightlines, Inc.

Warning Protest of Warning Letter: The Company issued a warning notice
Letter to sleeper driver G. W. Paget dated August 1, 1969, for alleged
speeding violations on July 27, 28, 29 and 30, 1969. The basis
for the Company's action was tachograph charts; the driver had
not been stopped by police or highway patrol and no citations had
been issued.

It is the Union's position that it will not accept tachograph charts
as evidence of speeding violations, and as a basis for disciplinary
action; that the Company must establish that the driver was
stopped by police, highway patrol or insurance investigators
before discipline may be imposed for speeding.

Case # 1585 (Sept. 69-11).

JSC Motion: That the warning notice issued to G. W. Paget
be withdrawn.

Deadlocked Utah-Idaho JSC September 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
11-9-4925 Western-Gillette, Inc.

Warning Local No. 224, on behalf of Wilbur Norman, protests the
Letter warning notice issued to him on July 22, 1969, for
alleged delay of freight on July 21, 1969.

Case # SC-9-9-4534.

JSC Motion: That under Article 44, the warning notice was
protested untimely.

Deadlocked Southern California JSC September 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-9-4926

Local 690, Spokane, Washington, and
United-Buckingham Freight Lines

Warning
Letter

Protesting warning notice issued to Harold Wohlbrant
dated June 24, 1969.

Case # 2438 (U).

JSC Motion: That the warning notice be reduced to a letter
of reprimand.

Deadlocked August 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #
11-9-4927

Local 961, Denver, Colorado, and
Navajo Freight Lines, Inc.

Suspension

Harold E. Sawyer states: I protest my suspension from
August 11th thru August 18th, 1969, as unjust and request
that I be paid for all time lost.

Case # 72.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 3, 1969.

Handwritten notes:

1 1/2
O.T.
8 00 AM to 5 00 PM anything after
5 00 PM to 8 00 AM
1 30 AM to 5 00 PM
8 30 AM to 12 00 PM
1 1/2
O.T.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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JOINT COUNCIL #7 DISPUTES:

#2-8-3562	(145)	Local: 70	Ringsby Truck Lines	<i>RN</i> <i>P-P</i>
#2-8-3580	(146)	Local: 85	Delta Lines, Inc.	<i>RN</i> <i>P-P</i>
* <i>Send to W.C.</i> #11-8-4230	(147)	Local: 70	Paxton Truck Lines	<i>P-P</i> <i>W/D</i>
#2-9-4370	(148)	Local: 70	System '99'	<i>RN</i> <i>P-P</i>
#2-9-4374	(149)	Encinal Terminal Container Division	Local: 85	<i>RN</i> <i>P-P</i>
#2-9-4376	(150)	Local: 287	Pacific Motor Trucking	<i>RN</i> <i>P-P</i>
#5-9-4598	(151)	Local: 70	LASME	<i>RN</i> <i>P-P</i>
#8-9-4801	(152)	Local: 70	Navajo Freight Lines	<i>RN</i> <i>P-P</i>
#8-9-4803	(153)	Local: 70	Pacific Intermountain Express	<i>PP</i>
#8-9-4807	(154)	Local: 287	California Motor Express	<i>W/D</i>
#8-9-4808	(155)	Local: 287	Delta Lines	<i>heard</i>
#8-9-4809	(156)	Local: 287	Interstate Motor Lines	<i>R/g</i>
✓ #8-9-4810	(157)	Local: 287	Ringsby Truck Lines	<i>heard</i> <i>W/D</i>
#8-9-4811	(158)	Local: 287	Consolidated Freightways	<i>heard</i> <i>P-P</i>
#8-9-4812	(159)	Local: 287	Tri-Valley Growers	<i>P-P</i>
#11-9-4928	(160)	Local: 70	Garrett Freightlines	<i>heard</i>
#11-9-4929	(161)	Local: 85	Encinal Terminals	
✓ #11-9-4930	(162)	Local: 287	California Motor Express	<i>P-P</i>
#11-9-4931	(163)	Local: 890	Pacific Motor Transport	<i>W/D</i>
4804		70 - PMT		<i>heard</i>

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
2-8-3562 Ringsby Truck Lines

Joint Council #7 The Company is trapping American President Lines vans at
Dispute the consignee or shippers in Local 70 jurisdiction. The shipper
or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with
the van.

The Company's position is that they are only paid by American
President Lines for the pull and if any extra labor is performed
the American President Lines is billed for it.

Case #LD-3472.

Joint Council #7 Motion: That the claim of the Union be
allowed.

Deadlocked Joint Council #7 Labor-Management Committee
January 4, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
 2-8-3580

Local 85, San Francisco, California, and
 Delta Lines, Inc.

Joint
 Council #7
 Dispute

Whether or not air freight picked up at the airport is, or is
 not, connecting carrier freight.

Union's position was that the Company used a swing shift
 hostler to pick up freight at the airport and bring it to the
 terminal. The Union is asking for time and a half for the
 grievant's entire shift.

Company stipulates to facts but took the position that they
 were a party to the A.C.I. Tariff, that air freight is
 connecting carrier freight and that the grievant did not
 deliver the freight but did bring it back to the terminal for
 loading on out-bound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be
 upheld.

Deadlocked Joint Council #7 Labor-Management Committee
 January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee
 retain jurisdiction until Local 85 can bring proof that past
 practice in this area exists. If the rate in this matter is a
 through rate with division of revenue, the claim of the Union
 is denied; if two or more rates are applied as a combination
 of locals, the claim of the Union is allowed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-8-4230

Local 70, Oakland, California, and
Paxton Truck Lines

Joint
Council #7
Dispute

The Company had purchased a new low-bed with tiller.

It was the position of the Union that it was a new type of equipment and there was no wage rate negotiated for it.

The Company took the position that Article 51 of the Agreement covered the wage rate.

Case #LD-4062.

Joint Council #7 Motion: That the proper rate of pay is covered under the Agreement.

Deadlocked Joint Council #7 Labor-Management Committee
August 15, 1968.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-9-4370

Local 70, Oakland, California, and
System 99

Joint
Council # 7
Dispute

Union feels that Emmett Blount should be established at the
doubles rate of pay as he drives four or five days per week
and has been doing this for a period of one year or more.

Case #LD-4421.

Joint Council # 7 Motion: That the Union's position is
upheld.

Deadlocked Joint Council # 7 Labor-Management Committee
January 9, 1969.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Encinal Terminal Container Division, and
2-9-43 74 Local 85 - San Francisco, California

Joint
Council #7
Dispute

It was the position of the Union that the Company cannot pick and drop with Local 70 men within Local 85's jurisdiction.

It was the position of the Company that they can by the contract article and Agreements made by the Union with other carriers.

Case #LD-4302.

Joint Council #7 Motion: This case was referred directly to the Joint Council #7 Committee of the Joint Western Area Committee.

Joint Council #7 Labor-Management Committee date of action, November 21, 1968.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-9-4376

Local 287, San Jose, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Union claims consignee cannot put loaded pallets on their
rollers for one driver to push into van and hand stack same.

It was the position of the Union that this was a violation of
Article 45 of the Supplemental Agreement.

The Company contended that this was proper under Article
45 of the Agreement.

Case #LD-4270.

Joint Council #7 Motion: That under the provisions of
Article 45 the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
November 7, 1968.

February, 1969 JWAC Action: The committee will retain
jurisdiction with the understanding that the two parties will
get together and work out their particular problems based on
the discussion that was made.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4598

Local 70, Oakland, California, and
Los Angeles - Seattle Motor Express

Joint
Council #7
Dispute

Classification. The grievant is classified as a platform man.

It was the position of the Union that he drives and receives the 10,500 lb. and over rate of pay more than 50% of the time and should be paid this rate of pay throughout the year as a permanent classification. The Company stipulated to the facts but took the position that the grievant was paid for the work he actually performed per the Agreement.

Case #LD-4532.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
March 6, 1969.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-9-4801 Navajo Freight Lines

Joint
Council #7
Dispute

Union requesting the permanent hostler's rate of pay be paid to Mr. Edley and also request all back monies due.

It was the position of the Union that the grievant should have received hostling pay every day.

The Company posted a bid for a relief hostler. The grievant was awarded the bid and was paid as a hostler when he actually performed the work.

Case # 5-9-LD 4638.

Joint Council #7 Motion: That based on the facts presented, the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
May 1, 1969.

August, 1969 JWAC Action:

M/m/s/c/ the committee retains jurisdiction on this case and places it in the hopper with similar cases to be settled by the Special Committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4803

Local 70, Oakland, California, and
Pacific Intermountain Express

Joint
Council #7
Dispute

Local 70 claims that Company is bringing men from Local 85
into Local 70 jurisdiction and pulling back across the Bay.
Union claims this is Local 70 work.

Union requesting a days pay for man on layoff from P.I.E.

Union claims that Local 85 men may not come into the Local
70 area empty and pick up loads for delivery in San Francisco
when there are Local 70 employees on layoff.

This type of operation has been historically practiced by
P.I.E. and all of the other Bay Area carriers, that the recogniz-
ed Bay Area local delivery zone included both San Francisco
and Oakland.

Case #7-9-LD-4772.

Joint Council #7 Motion: That the claim of the Union is
upheld.

Deadlocked Joint Council #7 Labor-Management Committee
July 3, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4807

Local 287, San Jose, California, and
California Motor Express

Joint
Council #7
Dispute

Jurisdiction - to determine which companies employees performing loading and unloading work. Union requesting 'this practice be stopped.'

California Motor Express dropping vans at Interstate Motor Lines Terminal to be loaded and driver not in attendance. The Union feels that the driver should be there to load his own equipment.

Company says the freight is being loaded by Local 287 employees of Interstate Motor Lines which is what is required by the contract, and further that the freight to all intents and purposes still belongs to I.M.L. so there should be no jurisdictional problem.

Case #6-9-LD-4742.

Joint Council #7 Motion: That based on the fact the equipment was loaded by bargaining unit people, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
July 3, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
8-9-4808

Local 287, San Jose, California, and
Delta Lines

Joint
Council #7
Dispute

Junior man had an assigned run. He was layed off due to lack of work and a senior man was assigned this run. When junior man was called back, the Company again assigned him to the run he had been originally assigned, - senior man went to another run. This particular run involves some early starts. Union is not claiming that the junior man shouldn't have been given the run back, but says that every morning when there are early starts, if the junior man is dispatched at an earlier hour than the senior man, the senior man should be compensated for the difference in starting times.

Union requests 1 1/2 hours at overtime rate for the three days involved.

Senior man is entitled to early starts. If the Company brings in a junior man to start early, then the senior man must be compensated for the difference in starting times.

When a man who has been on an assigned run returns after lay-off, he is entitled to go back on the same run. The early starts vary greatly from time to time, it would be impossible to work the senior man on this established run just on the days when an early start is involved. The occasional early starts are a part of this assigned run.

Case #7-9-LD-4816.

Joint Council #7 Motion: That the claim of the Union is upheld.

Deadlocked Joint Council #7 Labor-Management Committee
July 17, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4809

Local 287, San Jose, California, and
Interstate Motor Lines

Joint
Council #7
Dispute

Shippers/Consignees Fork Lift entered a van with palletized freight, which was then unstacked by hand from the pallets and restacked by hand in the trailer.

Union requests: "Company be instructed to cease and desist this practice."

That as long as any hand loading is involved, the Shippers/Consignees Fork Lift may not go beyond the lip of the truck, which the Union construes to be that area immediately to the rear of the trailer itself.

The driver of the Fork Lift did not get off the Fork at any time, did no hand unloading or loading. The lip of the truck is construed by the Company to be the very rearmost portion of the truck bed itself, an integral part of the vehicle.

Case # 7-9-LD4835.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
July 17, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4810

Local 287, San Jose, California, and
Ringsby Truck Lines, Inc.

Joint
Council #7
Dispute

The grievant had signed the excessive overtime list. On the date in question, the grievant was sent home, and a man who did not sign the overtime list was permitted to work.

3 & 1/2 hours at 1-1/2 times to the named employee -
Herb Scribner.

It was the position of the Company that there wasn't any work to be performed at the dock when the grievant was sent home, and that no work developed until one of the bobtails arrived at the terminal approximately 35 to 40 minutes after the grievant was sent home.

Case # 5-9-LD 4647.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
May 1, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4811

Local 287, San Jose, California, and
Consolidated Freightways

Joint
Council #7
Dispute

On Saturday, April 12, 1969, the Company called four men from
the Hall to perform short line work.

One day's pay at 1-1/2 times for the above mentioned employees.

The Union took the position that this was local work three days
a week and should be local work on Saturday. The Union
stipulated that overflow work to Salinas would be short line,
but objected to Company using Hiring Hall men.

The Company took the position that they had used Hall men in
the past and said they were agreeable to using their regular
employees if they were paid at the short line rate of pay.

Case # 5-9-LD 4652.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
May 1, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
8-9-4812

Local 287, San Jose, California, and
Tri-Valley Growers

Joint
Council #7
Dispute

Claim by Union that Tri-Valley should dovetail seniority of
Tri-Valley and Dole Corporation as of February 1, 1969
which they did not do. Claim one day's pay for each day
lost by the above named employees.

Tri-Valley assumed the Carrier Operations of Dole Corporation
and in doing so assumed the responsibility for dovetailing
their seniority list with that of Dole Corporation. Inasmuch
as they failed to do so two senior men of Dole Corporation
were laid off for lack of work, while junior men appearing
on Tri-Valley's seniority list were working.

Company claims that they did not take over the portion of
the operation which included the movement and distribution
of the case goods on hand at Dole Corporation. when they
assumed control of the other portion of the Carrier Operation.
That the two men in question were called by Dole back from
layoff and worked for Dole in their position on Dole's seniority
list.

Case # LD-4708.

Joint Council #7 Motion: That the two seniority lists should
have been dovetailed February 1, 1969 and the claims of the
Union are allowed.

Deadlocked Joint Council #7 Labor-Management Committee
June 19, 1969.

August, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
11-9-4928 Garrett Freightlines

Joint Council #7 Claim by two senior employees to work on the day that junior
Dispute employees worked; requesting all monies due these men.

Two employees' birthdays were celebrated on Monday, Sept. 9th, which is Admission Day, and a holiday in this contract. The Company did not permit these two men to work the 9th, but worked men junior to them.

Company has a policy of not permitting employees to work on their birthdays; they must take the time off on this holiday. On Admission Day, the Company does work men as it is not a holiday for other industries and they can't close for that date. The fact that these two men had their birthdays fall on the same date doesn't change the fact that employees are not permitted to work on their birthdays.

Case # 10-9-LD 4989.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
October 2, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4929

Local 85, San Francisco, California, and
Encinal Terminals

Joint
Council #7
Dispute

Union claims that when men on a Friday shift work over past mid-
night Friday night, that any additional hours which they work must
be paid for at double time as required in the supplemental agree-
ment.

Men on three shifts worked over into Saturday morning, the 5:00
P.M. swing shift, the 7:00 A.M. shift, and the 8:00 A.M. shift.
On the 7:00 and 8:00 A.M. shifts, the Union claims the overtime
from the normal quitting time until midnight should be paid for
at time and one-half; after midnight, the overtime scale should
become double time. Union wants double time for all hours
worked by any personnel after 12:00 midnight, Friday night.

All work performed is continuation of regular shifts; that the
Hoffa decision should apply, which makes 10:00 P.M. the point
where on or after the overtime rate is paid after midnight, but
before it is considered a continuation of the regular shift and so
compensated.

Case # 9-9-LD4930.

Joint Council #7 Motion: That the claim of the Union is upheld.

Deadlocked Joint Council #7 Labor-Management Committee
September 4, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
11-9-4930 California Motor Express

Joint
Council #7
Dispute

Union claims that Burke, a PUD man is a senior man. On this particular day, the doubles' driver called in sick. At 8:00 A. M. two loads were ready to dispatch, one doubles and one semi. The Company dispatched Burke on the semi at 8:30 A. M. and the junior driver was dispatched on the set of doubles at 9:30 A. M. Union claims that Burke was the senior man, and if both loads were ready to go at the same time, that Burke being the senior man, should be entitled to the higher paying trip or load, and should be compensated by receiving the extra \$1.00 for the day which the doubles assignment would have paid plus any difference in overtime that day.

Company says the semi load with which they dispatched Burke had a higher priority than the set of doubles load. In fact, the set of doubles wasn't supposed to go until quite a bit later, but the Consignee called and wanted it at 9:30 A. M. The Company did admit that both schedules were ready to go at the same time, but they had not planned on dispatching the doubles set when Burke was dispatched with the semi load.

Case # 8-9-LD-4891.

Joint Council #7 Motion: That the Union's position is upheld.

Deadlocked Joint Council #7 Labor-Management Committee
September 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-9-4931

Local 890, Salinas, California, and
Pacific Motor Transport

Joint
Council #7
Dispute

Employee signed two lists, one for the 8:00 A.M. Saturday start, and one for the 3:00 P.M. Saturday start, indicating his availability and willingness to work. Company called his home the morning of the premium day in question to tell him to report to work at the 8:00 A.M. start time. The man's wife said he was not at home, and she had no idea where he might be. The Company called another man in, and when setting up the afternoon shift, did not call this man back again. Union feels that if the man wasn't available for the morning shift, he be called for the afternoon shift.

Company says that if the man is not available the first time he is called, they go right down the list and call the next men, they are not obligated to keep calling a man who is not available.

Case # 10-9-LD 4986.

Joint Council # 7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
October 2, 1969.

ADDENDA

NOVEMBER, 1969 JOINT WESTERN AREA COMMITTEE

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CHANGE OF OPERATIONS:

Case #		Local: 741	Clarification
11-6-2613	(1)	Consolidated Freightways	Post Marked Oct. 17/69
Case #		Local: 224	Clarification -
8-9-4645	(2)	California Motor Express	Post Marked Oct. 14/69
Case #		Pacific Motor Trucking	
	(3)	Locals: 57-81-324-689	Post Marked Oct. 15/69
Case #		Sites Silver Wheel	
	(4)	Locals: 81 - 57 - 883	Post Marked Oct. 15/69
Case #		System '99'	
	(5)	Locals: 137 - 468	Post Marked Oct. 24/69
Case #		Trans-Western Express	
	(6)	Locals: 81-137-911	Post Marked Oct. 15/69

COMMITTEE LOCAL OPERATIONS:

Case #		Local: 81	
	(7)	Pacific Motor Trucking	Post Marked Oct. 17/69
Case #		Local: 81	
	(8)	Pacific Motor Trucking	Post Marked Oct. 17/69
Case #		Local: 150	
	(9)	I. M. L. Freight	Post Marked Oct. 23/69
Case #		Local: 208	
	(10)	Griley Security	Post Marked Oct. 14/69
Case #		Local: 208	
	(11)	Moser Trucking	Post Marked Oct. 14/69
Case #		Local: 208	
	(12)	Navajo Freight Lines	Post Marked Oct. 14/69
Case #		Local: 208	
	(13)	Pacific Motor Trucking	Post Marked Oct. 14/69
Case #		Local: 208	
	(14)	Pacific Motor Trucking	Post Marked Oct. 14/69
Case #		Local: 208	
	(15)	Pacific Motor Trucking	Post Marked Oct. 14/69

COMMITTEE LOCAL OPERATIONS:

Case #		Local: 208	
	(16)	Pacific Motor Trucking	Post Marked Oct. 14/69
Case #		Local: 357	
	(17)	Transcon Lines	Post Marked Oct. 14/69
Case #		Local: 690	
	(18)	Consolidated Freightways	Post Marked Oct. 17/69
Case #		Local: 692	
	(19)	M & M Transfer Co.	Post Marked Oct. 14/69
Case #		Local: 692	
	(20)	Owl Truck	Post Marked Oct. 14/69
Case #		Local: 741	
	(21)	Consolidated Freightways	Post Marked Oct. 17/69
Case #			
	(22)	LEAVES OF ABSENCE	Late Filings

MAIN COMMITTEE:

Case #		Local: 224	OTR Dispute
8-9-4722	(23)	Hopper Truck Lines	Post Marked Oct. 14/69
Case #		Joint Council #28	Master Dispute
	(24)	Northern Pacific Transport	Post Marked Oct. 17/69
Case #		Local: 81	OTR Dispute
	(25)	Consolidated Freightways	Post Marked Oct. 17/69
Case #		Local: 81	OTR Dispute
	(26)	Consolidated Freightways	Post Marked Oct. 17/69
Case #		Local: 81	OTR Dispute
	(27)	Garrett Freightlines	Post Marked Oct. 17/69
Case #		Local: 81	Sub-Contracting
	(28)	Pacific Motor Trucking	Post Marked Oct. 17/69
Case #		Local: 81	Master Dispute
	(29)	Valley Copperstate Sustem	Post Marked Oct. 17/69
Case #		Local: 150	OTR Dispute
	(30)	McKeown Transportation	Post Marked Oct. 23/69

MAIN COMMITTEE:

Case #	Local: 150	Sub-Contracting
(31)	McKeown Transportation	Post Marked Oct.23/69
Case #	Locals: 154 - 741	Master Dispute
(32)	T.I.M.E. -DC. Inc.	Post Marked Oct.17/69
Case #	Local: 180	OTR Dispute
(33)	I. C. X.	Post Marked Oct.14/69
Case #	Local: 180	OTR Dispute
(34)	LASME	Post Marked Oct.14/69
Case #	Local: 190	OTR Dispute
(35)	Garrett Freightlines	Post Marked Oct.20/69
Case #	Local: 190	OTR Dispute
(36)	Garrett Freightlines	Post Marked Oct.20/69
Case #	Local: 208	Sub-Contracting
(37)	O. N. C.	Post Marked Oct.14/69
Case #	Local: 224	OTR Dispute
(38)	Consolidated Copperstate	Post Marked Oct.14/69
Case #	Local: 224	OTR Dispute
(39)	Milne Truck Lines	Post Marked Oct.14/69
Case #	Local: 224	OTR Dispute
(40)	Valley Copperstate	Post Marked Oct.14/69
Case #	Local: 381	OTR Dispute
(41)	Smith Transportation	Post Marked Oct.14/69
Case #	Local: 467	OTR Dispute
(42)	Yellow Freight System	Post Marked Oct.14/69
Case #	Local: 468	OTR Dispute
(43)	I. C. X.	Post Marked Oct.24/69
Case #	Local: 690	OTR Dispute
(44)	Consolidated Freightways	Post Marked Oct.17/69
Case #	Locals: 690 - 741	OTR Dispute
(45)	Consolidated Freightways	Post Marked Oct.17/69
Case #	Local: 690	Automotive Dispute
(46)	United-Buckingham Freightlines	Post Marked Oct.17/69
Case #	Local: 692	Tanker Dispute
(47)	Cantlay & Tanzola	Post Marked Oct.23/69

MAIN COMMITTEE:

Case #	Local: 692	Heavy Specialized & Oilfield Suppl.
(48)	Chesley Transportation	Post Marked Oct. 14/69
Case #	Local: 741	OTR Dispute
(49)	United-Buckingham	Post Marked Oct. 17/69
Case #	Local: 81	Discharge
(50)	Garrett Freightlines	Post Marked Oct. 17/69
Case #	Local: 81	Discharge
(51)	United-Buckingham	Post Marked Oct. 17/69
Case #	Local: 81	Discharge
(52)	Widing Transportation	Post Marked Oct. 17/69
Case #	Local: 208	Discharge
(53)	Los Angeles Machinery	Post Marked Oct. 14/69
Case #	Local: 357	Discharge
(54)	P. I. E.	Post Marked Oct. 14/69
Case #	Local: 468	Discharge
(55)	Consolidated Freightways	Post Marked Oct. 24/69
Case #	Local: 741	Discharge
(56)	Consolidated Freightways	Post Marked Oct. 17/69
Case #	Local: 692	Warning Letter & Discharge
(57)	Douglas Oil Company	Post Marked Oct. 14/69

FOR ADDITIONAL CASES

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington
11-6-2613

Change of Operations Company involved: Consolidated Freightways

Clarification Omer K. Nelson and Wm. E. Girnus protest their positions on the Seattle line drivers seniority list at CF as posted August 6, 1969. (Filed under WSA-OTR Art. 41)

Case # 2502 (U).

JSC Motion: That this case be referred to the Change of operations Committee for a determination of the meaning of their decision of August 15, 1967, in case 11-6-2613 as follows, "further that the decision in this case did not take away any rights from any of the men under Consolidated Freightways system seniority" as this would apply to whether Omer K. Nelson's date for bidding purposes at the present time is December 18, 1942, or June 18, 1967, and William E. Girnus date for bidding purposes at the present time is March 21, 1950, or June 18, 1967

Washington JSC October 15, 1969. - Motion carried.

(Post Marked October 17th - Received October 20, 1969)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-9-4645 California Motor Express

Change of Case # SC-10-9-4553 - Local 224, on behalf of Gene Wollam, protests
Operations the seniority roster posted on September 8, 1969. Mr. Wollam is
Clarification protesting the ten Fresno men coming to Los Angeles on Change of
Operations Case #8-9-4645 on a full Company line seniority basis.

Case SC10-9-4553 and the following cases are similar grievances:

Case SC-10-9-4554, 4555, 4556, 4557, 4558, 4559 and 4560.

JSC Motion: That these cases be referred to the Change of
Operations Committee of the JWC for clarification of JWC-
8-9-4645.

(Post Marked October 14th - Received October 16, 1969)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Motor Trucking Company

Change of Operations Locals involved: 57, Eugene, Oregon
81, Portland, Oregon
324, Salem, Oregon
689, Coos Bay, Oregon

The elimination of the Coos Bay - Eugene turnaround division run which presently operates five days per week, the driver to revert to the Coos Bay common seniority board.

The recognition of a Portland to Medford via Coos Bay division to operate in the same route in reverse or on the direct route between Portland and Medford on either leg of the trip when expedient to do so.

The recognition of the Company's right to make double turns as a part of its long line operation between Portland and Albany, and Albany and Portland, between Eugene and Salem and Salem and Eugene, between Eugene and Roseburg and Roseburg and Eugene, to be coordinated with the already approved double turns between Portland and Eugene, in such a manner that when expedient to do so, drivers may be dispatched on a Portland - Eugene and then a Portland - Albany or the same combinations in reverse, etc .

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Sites Silver Wheel Freightlines

Change of Operations Locals involved: 81, Portland, Oregon
57, Eugene, Oregon
883, Hood River, Oregon

In addition to the Company's already established The Dalles to Albany division, the Company desires recognition of a Hood River - Albany division and a Albany- Hood River division.

The Company also requests clarification of its rights to dispatch via the intermediate point of Kennewick on a schedule presently operating between Portland and Ontario and Portland and other intermediate points between Portland and Ontario.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # System '99'

Change of Locals involved: 137, Marysville, California
Operations 468, Oakland, California

In the beginning of 1962, the Company started to break traffic at Oakland and load direct for Redding for the first time. The #1 run which originated at Redding going to Oakland and return on a turnaround basis, was driven by a Local 137 man, Mr. E. L. Taylor.

It was at that time thought beneficial by both Local 468 and Local 137 that this man should be transferred into Local 468 from Local 137, but domiciled at Redding, with the understanding that as long as this man stayed on the run, he would not be subject to a seniority man bidding him off that run on the Local 468 board. Now this condition has changed completely and we are running in all directions from Redding, north, south, east and west. This causes confusion for the Local 137 line board as well as for the Company. If this driver was put back into Local 137 where he originally was, with full company seniority as well as bidding seniority, etc., he would be entitled to pull extra runs north, east and west.

(Post Marked October 24th - Received October 27, 1969)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Trans-Western Express

Change of Operations Locals involved: 81, Portland, Oregon
137, Marysville, California
911, Klamath Falls, Oregon

The Company proposes to discontinue the regular utilization of its previous Madras to Lakeview division and to hereafter utilize that division only when expedient to do so.

The Company proposes to expand its present utilization of its Portland to Lakeview and its Lakeview to Portland operation in lieu of the Portland-Madras and Madras-Lakeview turn

In order to utilize newly acquired operational authority, the Company proposes recognition of a Portland-Redding and a Redding-Portland division and a Portland-Alturas and a Alturas-Portland division and a Redding-Klamath Falls turn and a Klamath falls-Redding turn. These new divisions to be utilized when expedient to do so.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
Pacific Motor Trucking

P & D The Union contends that by using leased equipment the Company is
Dispute depriving employees working under the freight contract overtime
they would otherwise receive.

It is the Union's position that the Company is sending freight people
home during a time when draymen are working and receiving overtime.

The Company contends the freight men are receiving overtime
equalling the amount received by the draymen. That at the time the
freight people are sent home the draymen are out on the street,
making it impossible for the men at the terminal to perform this
work.

Case # 1462.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
Pacific Motor Trucking

P & D Local 81 is in dispute with Pacific Motor Trucking over the bidding
Dispute at Owens-Illinois Glass Company.

The Union contends it has been a past practice at Pacific Motor Trucking to bid all their regular barns. It is the Union's position that the Company has been working as many as five people at Owens-Illinois Glass; therefore, the Union is requesting the Company to bid two positions at this particular barn.

The Company contends it is true, in the past, certain terminals have been bid jobs as such. However, this method has not been successful for the company, and they wish to discontinue this practice. The Company further contends that the discontinuance of this practice does not affect the amount of overtime earned by the senior men since the senior men are the employees sent to Owens-Illinois.

Case # 1457.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
I. M. L. Freight

Office Dispute Union claims any work done in the office by bargaining unit employees is not to be done by Supervisors even though the office has a new machine. It is all bargaining unit work.

Company claims the new machine has been in existence since the Company has had working leadermen. During this time the work was not performed by bargaining unit employees.

Case #CV-89-2631 .

JSC Motion: That based on the facts presented, the claim of the Union be upheld.

Deadlocked California Valley JSC August 26, 1969.

(Post Marked October 23rd - Received October 24, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
Griley Security

P & D Earl Rice and twenty John Does were ordered to do "short-line"
Dispute work and they are requesting the applicable compensation rate
of pay from August 4, 1969.

Case # SC-10-9-4662.

JSC Motion: That based on Article 52 (e) of the O. T. R, the Com-
pany was proper in paying the short-line rate of pay of \$4.08
since the driver involved made only one delivery and one pickup
on his own equipment outside the local cartage area.

Deadlocked Southern California JSC October 10, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
Moser Trucking

P & D For and on behalf of Robert E. Carney: On Saturday, August 2nd,
Dispute and Saturday, August 9, 1969, the Company used Junior men,
Don Palmer and Derick Garner, without asking Bob Carney.
This claim is for 22 1/2 hours at the overtime rate.

Case # SC-10-9-4673.

JSC Motion: That based on the facts presented, the claim of the
Union be allowed.

Deadlocked Southern California JSC October 10, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
Navajo Freight Lines

P & D The Company used a gypo on April 1, 1969, to pick up at Whitman
Dispute Products, a regular pickup for Local 208. No. 9056 for Penn.
in tractor X240, bill of lading A-6836. This is against an agreement
reached with the Company and Joint Council No. 42. The position
of Local 208 is that the Committee instruct the Company to comply
and that the member entitled to monies for date of violation be
paid same.

Case # SC-10-(5)-9-3528.

JSC Motion: That based on the facts presented, the claim of the
Union be denied.

Deadlocked Southern California JSC October 10, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
Pacific Motor Trucking

P & D Article 48, Section 6, paragraph 4 P. U. D. Supplement.
Dispute R. San Soucie and A. Soto ask that the Company comply with the
above Articles from July 9, 1969 forward. All facts will be
presented at the time of hearing.

Case # SC-10-9-4687.

JSC Motion: That based on the facts presented, the Company is
in compliance with Art. 4 of the Master and Art. 42, Sec. 6 of
the PUD Supplement.

Deadlocked Southern California JSC October 13, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California and
Pacific Motor Trucking

P & D Delbert D. Creese claims all monies due him when the Company
Dispute used junior man in his stead on the weekend of August 9 and 10,
1969,

Case # SC-10-9-4688.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed.

Deadlocked Southern California JSC October 13, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
Pacific Motor Trucking

P & D T. Tobin claims all monies owed him because a junior man
Dispute (A. Garcia) worked in his stead on August 15, 1969.

Case # SC-10-9-4689.

JSC Motion: That based on the facts presented, the claim of
the Union be denied.

Deadlocked Southern California JSC October 13, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
Pacific Motor Trucking

P & D Case SC-10-9-4691 - Local 208 on behalf of Ernest Rubi claims
Dispute entitlement to one (1) hour premium pay for September 15, 1969,
when Company elected to award R. Ferra TOFC ramp work at
8:00 A. M.

Case SC-10-9-4692 - Local 208 on behalf of Jose Sanchez claims
his classification entitles him to earlier start awarded R. SanSoucie
September 15, 1969. Claim is for one (1) hour premium pay.

Cases # SC-10-9-4691 and 4692.

JSC Motion: That based on the facts presented, the claim of the
Union be denied.

Deadlocked Southern California JSC October 13, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
Transcon Lines

P & D SC-10-9-4744 - For and on behalf of: Ed Pollard. On August 26,
Dispute 1969, the Company worked a casual (Grant) five hours overtime
and sent me home depriving me of this overtime as a regular
employee. I am requesting this five hours in the amount of \$31.55.

Cases # 10-9-4751, 4752, 4753, and 4754 are similar cases.

Case # SC-10-9-4744, 4751, 4752, 4753 and 4754.

JSC Motion: That based on the facts presented, the claim of the
Union be allowed.

Deadlocked Southern California JSC October 14, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 690, Spokane, Washington, and
Consolidated Freightways

P & D Violation of seniority for premium day's work for City employee.
Dispute Requesting eight hours' pay at the time and one-half (1 1/2) rate
for Employee Slim Wedeven. The Company had sleeper teams
at the dock in the Spokane terminal unloading freight and doing
City work on Saturday, August 16, 1969.

Case # 2530 (U).

JSC Motion: That the claim of the Union be denied,

Deadlocked Washington JSC October 15, 1969.

(Post Marked October 17, 1969 - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #

Local 692, Long Beach, California, and
M & M Transfer Company

P & D
Dispute

Local 692 takes the position that M & M Transfer has illegally laid off our member, Robert H. Barker, forklift operator on August 3, 1969. M & M Transfer maintains two seniority lists at their Torrance facility, one list for drivers and one list for forklift operators. Mr. Barker is a seniority employee on the forklift seniority list. He was laid off August 3, 1969, and M & M used drivers to operate forklifts in the Harbor on August 4, 1969 at Berth 93; on August 5, 1969, at Berth 93; on August 6th at Berth 93; on August 7th at Berth 53, 55 and A-6; and on August 8th at Berth 55 and A-6.

We claim this is a violation of the contract and a flagrant violation of his seniority. We ask that he be returned to work with full seniority, compensated for all days when people not on the forklift seniority list operated forklifts, and that he be compensated for all fringe benefits.

Case # SC-10-9-4641.

JSC Motion: That based on the facts presented, the Claim of the Union be allowed.

Deadlocked Southern California JSC October 9, 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and Owl Truck

Office Dispute Local 692 takes the position that our member, Elizabeth Monica White, be given an opportunity to qualify on a job titled Standby Relief Clerk-Standby Switchboard Operator. Mrs. White has more seniority than Miss Fern Evans who was awarded this job by bid. We ask the Committee to instruct Owl Truck to give Mrs. White an opportunity to qualify, compensate her for any time lost plus any fringe benefits.

Case # SC-10-9-4647.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked: Southern California JSC October 9, 1969.

(Post Marked October 14th- Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
Consolidated Freightways

P & D Local 741 requests that John Pisac be put on the payroll of
Dispute Consolidated Freightways as a regular dock worker.

Case # 2528 (U).

JSC Motion: That based on the facts presented, the claim of
the Union be denied.

Deadlocked Washington JSC October 15, 1969.

(Post Marked October 17th, -Received October 20, 1969)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case #
11-9-4875

- L-809 DREXEL O. BERRY, member of Local 357, Los Angeles, California. Employee of T.I.M.E.-DC, Inc. Request is for a period of 90 days, effective October 1, 1969, for the purpose of accepting a salaried Supervisory job.
- L-810 ALLEN HILDEBRANDT, member of Local 357, Los Angeles, California. Employee of Transcon Lines. Request is for a period of 90 days, effective October 13, 1969, for the purpose of accepting a position as Dispatcher.
- L-811 ROBERT C. WILKIN, member of Local 357, Los Angeles, California. Employee of California Motor Express, Inc. Request is for a period of 90 days, effective October 13, 1969, for the purpose of assuming duties as Assistant Office Manager, duties not covered under Office Employees Supplemental Agreement for Western States Area.
- L-812 WILLIAM G. IRESON, member of Local 87, Bakersfield, California. Employee of Pacific Motor Trucking. Request is for a period of 90 days, effective October 6, 1969, for the purpose of accepting a job as Dispatcher.
- L-813 RICHARD A. SODIA, member of Local 357, Los Angeles, California. Employee of Hopper Truck Lines. Request is for a period of 60 days, effective October 20, 1969, for the purpose of trying out for Dock Foreman's position at the Bell Branch (O.N.C.-4700 Eastern Ave., Bell)
- L-814 IKE CRUTCHFIELD, member of Local 357, Los Angeles, California. Employee of Smith Transportation Company. Request is for a period of 90 days, effective October 16, 1969, for the purpose of trying out for Dock Foreman.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4722

Local 224, Los Angeles, California, and
Hopper Truck Lines

O-T-R
Dispute

Local No. 224 on behalf of David Ochoa, claims the difference in monies between a trip from Los Angeles to Desert Center (as paid by the Company), and a round trip from Los Angeles to Phoenix (as claimed by the Local Union). Please refer to J. W. A. C. case #8-9-4722, heard in August, 1969. It is Local 224's position that the Company is not abiding by the J. W. A. C. decision.

Case #SC-10-9-4574.

JSC Motion: That based on the decision in JWAC Case # 8-9-4722, the Company was proper in paying a Desert Center runaround.

Deadlocked Southern California JSC October (?), 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Locals 839, 690, 741, 551, 313, 148 and all other locals in J. C. #28
and
Northern Pacific Transport

Master On or about the end of March, 1969, Teamster members employed
Dispute by NPT, within the Joint Council #28, had money deducted from
their pay checks for medical aid under State Compensation. Prior
to that time no money for the above had been withheld. No notice
was given the Unions of such deductions and no approval from the
Unions were given the Company to make such deductions. The
Union is asking that all money deducted from employees wages be
paid back and that all further deductions cease. (This case is
filed under the provisions of the National Master Freight Agreement,
Art. 6, Sec. 1, Maintenance of Standards.)

***Because of the number of Unions involved in this case and the
inability of the Unions to supply a disinterested panel, this case
is referred to J. W. A. C. for disposition.

(Case #2524 (U))

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
Consolidated Freightways, Inc.

O-T-R Local 81 is in dispute with Consolidated Freightways over an abuse
Dispute of free time claim for drivers Klinger and Gallea, who were held
on the layover provision in Akron, Ohio.

The Union contends that the drivers arrived in Akron with twin power and were told there was no equipment available at that time. When the men were told there was no equipment available, they took their eight.

It is the Union's position that there was power available since there are approximately 500 drivers in and out of Cleveland-Akron running sleepers and single. The Union contends the drivers were finally dispatched with trailers that were ready when the team arrived in Akron. The drivers stated the only reason they took the eight hours was because they were told there was no twin power available.

It is the Company's position that regardless of the amount of men out of the Cleveland Akron terminal, there were no twin power tractors available when the men arrived. That the trailers were probably ready, but without power the drivers could not be dispatched.

Case # 1464.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th-Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
Consolidated Freightways, Inc.

O-T-R It is the Union's position that on the night in question, the Company
Dispute sent a piece of equipment to Seattle, Washington driven by a super-
visor not covered under the contract.

The Company contends this piece of equipment was a tanker they had started building at the shop in Portland. They were sending the equipment to Seattle to be checked for bugs, etc. The Company further contends this equipment would only do about 38 miler per hour, and had a driver been dispatched on this equipment, he would have complained about the lack of power.

The Company does not feel under the circumstances, they were in violation of the contract. There was no freight involved.

Case # 1463.

JSC Motion: That in this particular case, the Union's claim be denied.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th- Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
Garrett Freightlines

O-T-R Local 81 is in dispute with Garrett Freightlines over an abuse of
Dispute free time claim for Edward Kane for five hours in Walla Walla,
Washington, August 30, 1969.

The Union contends that driver Kane left Portland with equipment to Walla Walla and load destined for Boise. That the Company tied the man in Walla Walla and left him there thirteen hours and then sent the driver to Boise instead of Portland, his home terminal.

It is the Union's position that at the end of eight hours, the Company knew they did not have a load or equipment to Portland; therefore, should have sent the man to Boise at the end of eight hours instead of anticipating a load to Portland.

Case # 1456.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
Pacific Motor Trucking

Sub- The Union contends that five days a week, every week, Pacific
Contracting Motor Trucking uses various companies that are not within the
freight contract to deliver freight within the city of Portland.
The Union further contends the Company has equipment and men
available at the time they are using this equipment.

The Union contends there is no objection to the Company using
this equipment on days when the freight is unusually heavy.

It is the Union's position that PMT is abusing the use of leased
equipment and the Union is requesting the Company to discontinue
this practice when they have men and equipment available.

The Company contends they have been unable to acquire the
additional equipment needed, however, they do have units ordered.
Company further contends they do not feel they are abusing the
use of this equipment.

It is the Company's position that at the time this equipment is
used, they do have power; however, this power is kept available
for the 7:00 and 8:00 A. M regular bid shifts.

Case # 1461.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th-Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
Valley Copperstate System

Master
Dispute

It is the Union's position that the Company has paid health and welfare and pension on dispatchers and supervisors in the past and that these people have remained members of the bargaining unit.

Local 81 is requesting these employees continue to be covered in accordance with the terms of the contract including Health and Welfare, Pension and that they be allowed to continue as members of the Union and the bargaining unit.

The Company contends that Health and Welfare and Pension has been paid on dispatchers and supervisors in the past. However, the Company has discontinued this practice in accordance with the National Labor Relations Act and also the current labor contract in the bargaining unit.

Case # 1451.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
 McKeown Transportation

O-T-R Union claims Company in violation of Article 48, Section 1,
 Dispute and owes Swihart \$187.69.

Union claims Swihart was not paid his check on time according to Article 48, Section 1. Friday, payday, July 4th was a holiday and therefore he should have been paid on Saturday. Swihart could not get information from the dispatcher on Saturday and Kerns could not be reached and was told that office had evidently fouled up in San Francisco and picked up his check the following Monday in Ontario.

Company admitted they had failed to get the check to him on Friday. Kern stated he was home Friday but not Saturday or Sunday.

Case #CV-89-2641.

JSC Motion: That the position of the Union be upheld.

Deadlocked California Valley JSC August 26, 1969.

(Post Marked October 23rd - Received October 24, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
McKeown Transportation

Sub- Union makes money claim for 45 days from date of filing
Contracting when Company moved all large trailers out of Sacramento
yard and used Allyn Transportation to pull large air products
trailers to Union Carbide Company

Case #CV-89-2659.

JSC Motion: That based on the filing, this case is referred
to the Joint Western Committee for hearing. Motion Carried.

California Valley JSC August 26, 1969.

(Post Marked October 23rd - Received October 24, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Locals 154 and 741, Seattle, Washington, and
T. I. M. E. -DC

Master Dispute Locals 741 and 154 protest the action taken by the company wherein they have discontinued the practice of withholding certain sums for participation in the "Seattle" Transport Federal Credit Union. We request the Company be required to continue full participation in this Seattle Credit Union for all employees who have and were participating on September 25, 1969 or before.

Case # 2517 (U).

JSC Motion: That the Union's position be upheld as filed.

Deadlocked Washington JSC October 15, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
Illinois - California Express

O-T-R Local 180 takes the position that Duckworth and Boernson
Dispute are entitled to 45 minutes pay at \$3.87 per hour, a total of
\$2.90 for each man. On trip #1002 returning from Chicago
with a heavy load, this team encountered a heavy head wind
which necessitated their taking on extra fuel which they did
at Tucumcari which is a company designated emergency fuel
stop. They were there 45 minutes waiting and being fueled.

The Union contends that under the decision in Case #JWC
8-5-2042, this is a paid for item.

Case #SC-10-9-4594.

JSC Motion: That based on the facts presented the claim
of the Union be allowed.

Deadlocked Southern California JSC October 8, 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
Los Angeles, Seattle Motor Express

O-T-R Local 180 is protesting on behalf of any and all drivers affected
Dispute at Los Angeles Seattle Motor Express - the Company using rail
service and sending loads out of Los Angeles piggyback when there
are men and equipment available. We are therefore asking run-
around pay for any teams affected and pay for any trips lost when
this happened from August 24, 1968 forward to present date.

Case #SC-10-(11-8)-9-2019.

JSC Motion: That based on the facts presented, the claim of
the Union be denied.

Deadlocked Southern California JSC October 8, 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
Garrett Freightlines

O-T-R Union requesting mileage pay from Butte to Missoula and return
Dispute for Driver Boerner on September 2, 1969, Driver Norwood on
September 8, 1969, Driver T. Jones on September 29, 1969,
Driver Sewart on September 22, 1969. All claims based on
violation of Change of Operations.

Case #M-964, 965, 966 and 967.

JSC Motion: That the position of the Union be upheld.

Deadlocked Montana JSC October 17, 1969.

(Post Marked October 20th - Received October 21, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 190, Billings, Montana, and
Garrett Freightlines

O-T-R Requesting twelve (12) hours pay each for Drivers Keller and
Dispute Norwood for time spent in Spokane, Washington. Violation in
change of operations.

Union claims improper dispatch. Sleeper team dispatched from
Billings on September 1, 1969, and arrived Spokane at 10:30 A. M.
September 2, 1969. Team put on layover, resulting in twelve
hours free time. On September 2, 1969, Porter (single man)
dispatched from Spokane to Bozeman. Union contends the Billings
sleeper team should have been dispatched earlier at Billings in
order to arrive in Spokane to pull schedule to Bozeman that was
taken by Porter.

Case # M-969.

JSC Motion: That based on the facts of the case, the claim of
the Union be denied.

Deadlocked Montana JSC October 17, 1969.

(Post Marked October 20th- Received October 21, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
O. N. C. Motor Freight System

Sub- The Company has 6 or 7 people on layoff while freight is being
Contracting subcontracted to All Freight Company, who are non-Union
operators and owned by O. N. C. Company. This claim is for
all monies lost as a result of this.

Case # SC-10-9-4680.

JSC Motion: That based on the facts presented, the claim of
the Union is allowed.

Deadlocked Southern California JSC October 13, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
Consolidated Copperstate Lines

O-T-R Case SC-10-(7)-9-3976 - Local 224 on behalf of Earl Schelter
Dispute claims mis-dispatch on May 21, 1969, when the Company dispatched
an extra board man (Bullock) ahead of him by five and one-half
hours. Mr. Schelter is a bid man, Los Angeles to Phoenix.

Case # SC-10-(7)-9-3976 - The following are similar cases.
Case # SC-10-(7)-9-3977, 3978, 3981, 3982, 3983 and
Case # SC-10-(8)-9-4267 and 4268

JSC Motion: That based on the facts presented, the claim of
the Union be allowed.

Deadlocked Southern California JSC October 8, 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
Milne Truck Lines

O-T-R Local 224, on behalf of Frankie Garcia, claims 2 1/4 hours' pay
Dispute for time spent waiting for paycheck, submitted with Trip Sheet
No. N-697 dated June 26, 1969, and denied by the Company on
June 30, 1969.

Case # SC-10-9-4517.

JSC Motion: That based on the facts presented, the claim of
the Union be upheld.

Deadlocked Southern California JSC October 7, 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
Valley Copperstate

O-T-R Case # 10-(7)-9-3973 - Local 224 on behalf of driver George Callaway
Dispute claims four hours' pay for filling out extra recap sheet for Company
(Pay denial slips dated May 6th, 8th, 10th and 14th, 1969.)

Case SC-10-(7)-9-3974 -Local 224 on behalf of driver Louis J.
Smeykal claims a total of three hours' pay for making out extra
recap on logs. (Denied by the Company May 4th, 6th, 8th, 11th,
13th and 15th, 1969.

Case SC-10-(7)-9-3979 - Local 224 on behalf of Carl E. Holden claims
a total of three and one-half hours' pay for time spent making out
supplementary service cards. These claims were denied on
May 22, 1969 and June 7, 1969.

Cases # 10-(7)-9-3973, 3974 and 3979.

JSC Motion: That based on the facts presented, the claim of
the Union be denied.

Deadlocked Southern California JSC October 7, 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 381, Santa Maria, California, and
Smith Transportation

O-T-R On December 9, 1968, Smith Transportation did intentionally
Dispute make a unilateral decision on a change of operations, and did not
until August 14, 1969, get the approval of the Change Committee.
This unilateral decision did greatly affect the work opportunity
and the money opportunity of Bert Stettler, about a 20-year man
with the Company, and the Union in Stettler's behalf asks that he
be paid two hours for each workday from the December 9th, 1968
date to the date the Change Committee approved the change, which
was August 14, 1969. The two hours is the absolute minimum he
lost each day because of the Company's action.

Case # SC-10-9-4631.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed.

Deadlocked Southern California JSC October 9, 1969.

(Post Marked October 14th- Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 467, San Bernardino, California, and
Yellow Freight System

O-T-R Teamsters Local No. 467 hereby files a grievance against Yellow
Dispute Transit under Article 43 of the O. T. R. Agreement on behalf of
Ross Moye and thirty-six (36) other drivers domiciled at
Barstow, California.

The Company is in violation of Article 41, Section 2A of the O. T. R.
Agreement; by their refusal to bid the Company is violating the
drivers seniority.

Case # SC-10-9-4634.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed.

Deadlocked Southern California JSC October 9, 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Illinois - California Express

O-T-R Money claim for misdispatch. Union claims pay for 8 Los
Dispute Angeles round trips as of June 9, 1969, June 11th, July 4, 1969,
July 15th, July 17th, August 5th and August 9, 1969 in the
name of Charles A. Corey.

The Company's position is that no misdispatch exists, and
that further the claims of the Union for the dates prior to
August 5th and 9th are untimely filed. (Forty-five day
limitation)

Case #CB-10-9-3172.

JSC Motion: That the claims for June 19, June 11, July 4th,
July 15th, July 17th are untimely and that we hear the claims
for August 5th and August 9th.

Deadlocked California Bay JSC October 21, 1969.

(Post Marked October 24th - Received October 27, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 690, Spokane, Washington, and
Consolidated Freightways

O-T-R "I, J. G. Prater, road driver for CF, am asking a runaround against
Dispute Cecil Cunningham, who is a junior man. Although Mr. Cunningham
has bid his run, which is Spokane to Kalispell, several years ago,
I feel I should have the right to work his bid run if I am not working
or on lay off. My seniority date is May 8, 1950. Mr. Cunningham's
seniority date is August 2, 1950. The Company's position is Mr.
Cunningham is a bid driver; therefore, I cannot bump him."

Case # 2531 (U).

JSC Motion: That the claim of J. G. Prater be upheld.

Deadlocked Washington JSC October 15, 1969.

(Post Marked October 17th - Received October 20, 1969.)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 690, Spokane, Washington, and Local 741, Seattle, Washington
and Consolidated Freightways

O-T-R Case # 2529 (U) - Under Article 38 of the WSA-OTR Supplement,
Dispute Local 741 protests Consolidated Freightways doing over the road
hauling in dry freight under any contract not supplemental to the
National Master Freight Agreement.

Cases # 2532 and 2533 (U). - Local 690 is requesting Spokane-
Seattle-Spokane pay for the oldest available driver on the extra
board on September 10, 1969, the oldest available driver on
September 11, 1969 and the oldest available driver on September
12, 1969, when the above Company used Consolidated Warehouse
division to transport freight between Seattle and Spokane that has
been previously hauled under the National Master Freight and
the Over-the-Road Supplement. We ask that the Company cease
and desist utilizing their warehouse division on freight work.

Cases # 2529, 2532 and 2533 (U).

JSC Motion: That Upon submission of the facts in these cases,
it was moved that the position of the Union be upheld.

Deadlocked Washington JSC October 15, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 690, Spokane, Washington, and
United Buckingham Freight Lines

Automotive Local 690 is protesting the moving of the tire shop from Spokane
Dispute to Omaha, Nebraska. Neither this Local Union, nor the four
tiremen involved were ever notified of this change. We did not
have a chance to discuss it; therefore, we are requesting forty
(40) hours guarantee for the four men involved, until such time
as the requested change goes through the proper channels. These
men were notified of this on September 29, 1969.

Case # 2511 (U).

JSC Motion : That the claim be denied.

Deadlocked Washington JSC October 15, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and
Cantlay & Tanzola - Division of Western Gillette

Tanker Union claims 4 hours pay for all drivers working at Air
Dispute Products and Chemicals for meeting held by Company on
July 12, 1969.

Union read Company bulletin calling for a meeting on Saturday,
July 12, 1969. Men are claiming 4 hours pay. Cantlay &
Tanzola act as a hauler for Air Products, furnishing the men
and tractors.

Company claims dispatch is controlled by Air Products.
Company called meeting in order to straighten out problems
concerning customer's haul. Company entered in evidence
some 19 grievances by the drivers which they had with the
customer and this was the purpose of the meeting.

Case #T-89-1500.

JSC Motion: That inasmuch as the meeting notice was
worded requesting their attendance at the meeting, the claim
of the Union is denied.

Deadlocked California-Arizona-Nevada Joint State Tank
Committee September 18, 1969.

(Post Marked October 23rd - Received October 24, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
Chesley Transportation

Heavy
Specialized &
Oilfield

Local 692 takes the position that Chesley Transportation has flagrantly violated the seniority clauses in both the Western States Area Master and the Heavy Specialized and Oilfield Agreement. John Bailey was injured in 1968 while in the employ of Owl Truck Construction. He received a clearance from Owl's doctors to return to work. He also received a valid ICC physical examination to work for Owl. Now that Chesley has purchased Owl Truck and all Owl Truck business, they have denied Mr. Bailey an opportunity for employment. We are asking the Committee to instruct Chesley Transportation to place Mr. Bailey on the seniority list, compensate him for all time lost, including fringe benefits.

Case #SC-10-9-4637.

JSC Motion: That based on the facts presented, the claim of John Bailey be denied.

Deadlocked Southern California JSC October 9, 1969.

(Post Marked October 14th - Received October 16, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
United Buckingham Freight Lines

O-T-R Local 741 claims that all Bid Run drivers receive the applicable
Dispute guarantee plus 45 extra miles when dispatched on their bid runs
via Tacoma.

EXAMPLE: Company has bid Seattle-Pasco driver, Jack Wakefield, on a Seattle to Pasco direct, they pay him the eight hour guarantee under the 'miles driven rider;' however, when he is dispatched via Tacoma to Pasco, they pay him 272 miles. Our position is, that by a Company and industry filing with the J. W. C. the intent of the decision was 45 extra miles over any existing guarantee.

Case # 2513 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC October 15, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
Garrett Freightlines

Discharge Local 81 is in dispute with Garrett Freightlines over the
discharge of Robert Graber for an accident which occurred on
September 13, 1969.

The Company contends that after investigating this accident they
are of the opinion the accident was preventable. It is the
Company's contention that Mr. Graber fell asleep, since there
were no other apparent reasons (road conditions, weather or
mechanical defects) to cause the accident.

The Company further contends that the accident was investigated
by the Washington State Patrol and the investigating officer's
report indicated the driver fell asleep.

The Union contends there has been a problem with this company
in regards to fumes in the cabs. That for several months
drivers have written crys on equipment complaining of these
fumes. Drivers have also stated they have become drouzy
after driving just a few miles and feel this is caused by carbon
monoxide fumes.

Mr. Graber claims he had sufficient rest and that he did not go
to sleep. He does not remember how the accident occurred and
it is his contention that he was unconscious from carbon monoxide
fumes in the cab.

Case #1446.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
United-Buckingham Freightlines

Discharge Local 81 is protesting the discharge of Gerald Curry for an accident which occurred on September 18, 1969.

The Company contends that on September 18, 1969, driver Curry had a preventable accident causing damage to the extent of replacing the cab with a total amount of damage approximately \$12,000.00.

The Company contends that driver Curry was traveling too fast for the existing conditions. He was traveling approximately 40 to 45 miles per hour on a rainslick highway. He should have been driving slower since he was on a **curve** approaching a bridge.

It is the Company's position that had Curry slowed down he would have been in control of the equipment and could have prevented the accident. That this is the second accident within a nine month period (valid warning letter in files) therefore the Company feels the discharge is justified.

The Union contends Gerald Curry was pulling a light load (approximately 5,000 lbs.) and that the combination of a first rain, gust of winds 38 to 40 miles per hour and a slick spot on the road caused this accident.

Case #1445.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC October 14, 1969 .

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
Widing Transportation

Discharge Local 81 is protesting the discharge of Al Claunch by Widing
Transportation on October 3, 1969.

The Company contends on the evening of October 2, 1969, driver Claunch was on layover in Chemult, Washington and the Company called his hotel and told him he was to report for work at 7:00 A.M. the next morning. When the man did not report at 7:00 A.M. on the 4th, the Company called the hotel and Mr. Claunch was just leaving. When he arrived at the terminal several drivers told the dispatcher he had been drinking and was in no condition to drive the truck.

By the time the dispatcher got to the truck, Claunch was already in the truck and driving out of the terminal. When he failed to stop when leaving terminal, the dispatcher and one of the drivers followed Claunch and during the course of pursuit observed that he failed to stop for an on-coming train and in general was driving in a reckless manner.

The Company introduced four witnesses to the actions of this driver on the day in question and the men were asked individually if the man was drunk and all four men agreed that he was.

The Union questioned Mr. Claunch regarding his condition on the day in question and he stated he had been drinking the night before but that he had not been drinking that morning. He further stated that the men did not smell liquor on his breath; could have been possible that what they did smell was mouth wash. Mr. Claunch testified he was not driving recklessly. That he did not use his turn signals, however, this was not unusual since he often forgot to use his signals.

It is the Union's position the man should have had a sobriety test and also contends he has not received a warning letter for a violation in the five years he has worked for the Company.

Case #1449.

JSC Motion: That the discharge be upheld.

Deadlocked Oregon JSC October 14, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
Los Angeles Machinery

Discharge For and on behalf of Jaime Uriarte: On Friday, August 29, 1969,
Mr. Jerry Young gave me my final check saying that I was
terminated as of the above date. I hereby protest my termination
as unfair and unreasonable.

Case # SC-10-9-4671.

JSC Motion: That based on the facts presented, Jaime Iriarte
voluntarily quit his employment with Los Angeles Machinery
Movers.

Deadlocked Southern California JSC October 10, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
Pacific Intermountain Express

Discharge For and on behalf of Bob Plant: On August 25, 1969 as I was walking toward the south end of the dock on my way to the restroom, I noticed a large box in the area of inbound trailers. At this time I left the box alone and continued on my way to the restroom. As I was on my way back to the area from the restroom I again noticed said box and decided to investigate on the assumption a hostler may have dropped the box from an inbound trailer while shuttling trailer under routine procedure. After inspecting said box and determining its destination, I started on my way back to the dock area, enroute to the dock area I was stopped by driver supervisor Joe Gallagaer and asked where I was going. I then stated I was going back on the dock to return said box to San Diego spot, as that was its destination. Mr. Gallagaer then said "You were not heading for the dock area, but instead your intentions were to take the box off the premises to your car with the intention of stealing the box." We then proceeded to Joe White's office where my supervisor Waldo Drake and hostler Bob Pullets, who is also a Local 208 Union Steward, were also called into said office. After all pre-named people were present, Mr. Gallagaer then told Mr. Drake I had stolen a box and was on my way to my car with said box. Mr. Pullito then told Mr. Drake he had seen me leave the dock with said box. I was then asked by Mr. Drake to show him where I had found said box. We then proceeded to the inbound trailer area and I showed him, Mr. Drake, where I had found said box. Mr. Drake then said "You have no business in this area at this time," and "as far as I am concerned you are guilty of theft."

I was then given the choice by Mr. Drake of resigning or as he stated, "the Company will push the issue all the way."

I am requesting to be reinstated to my job with full seniority and compensated for all time lost.

Case #SC-10-9-4733.

JSC Motion: That based on the facts presented, the employee be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC October 14, 1969.

(Post Marked October 14th - Received October 17, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Consolidated Freightways

Discharge Union protests the discharge of H. H. Morton as of October
10, 1969.

Case #CB-10-9-3193.

JSC Motion: That the discharge is upheld.

Deadlocked California Bay JSC October 20, 1969.

(Post Marked October 24th - Received October 27, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
Consolidated Freightways

Discharge Local 741 protests the termination of Ronald A. Canaan on
October 3, 1969, and requests his reinstatement and pay for all
time lost.

Case # 2534 (U).

JSC Motion: That the discharge was proper under the probationary
clause of the contract.

Deadlocked Washington JSC October 15, 1969.

(Post Marked October 17th - Received October 20, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
Douglas Oil Company

Warning Company read first warning notice. Company posted notices
Letter & of speed limit and this was also sent to Unions involved.
Discharge Second warning read and Company offered Tack Charts in
evidence, showing excessive speed. Company read termina-
tion notice and offered Tack Chart for last incident in evidence.

Union claims drivers state they have only traveled 55 m.p.h.
but charts cut 60 m.p.h. Union claims Company found several
Tack Charts wrong when calibrated. Driver has been with the
Company four years. Union claims driver did squawk about
tack being wrong.

Cases #T-109-1523, T-99-1517, and T-109-1548.

JSC Motion: That the discharge and the warning notices be
reduced to one final warning notice and the man be returned
to work with full seniority on his next regular shift.

Deadlocked California-Arizona-Nevada Joint State Tank
Committee October 16, 1969

(Post Marked October 24th - Received October 27, 1969)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 235, Orange, California, and
Consolidated Freightways - Clark-Inland Cartage Div.

Warning Protest of Warning Notice Issued Richard Allen Rogers.
Letter

Case # SC-10-9-4628.

JSC Motion: That based on the facts presented, the warning
notice be upheld.

Deadlocked Southern California JSC October 9, 1969.

(Post Marked October 14th - Received October 16, 1969)

